



**US Army Corps
of Engineers**

Los Angeles District

Upper Newport Bay Ecosystem Restoration Project

Orange County, California

**Construction Solicitation
and Specifications**

UNRESTRICTED

July 2005

UPPER NEWPORT BAY ECOSYSTEM RESTORATION, ORANGE COUNTY
W912PL-05-B-0006

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COVER

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SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. W912PL-05-B-0006	2. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 28 July 2005	PAGE OF PAGES 1
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
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7. ISSUED BY Los Angeles District, Corps of Engineers Contracting Division-West Region Branch P.O. Box 532711 Los Angeles, CA 90053-2325	8. ADDRESS OFFER TO Los Angeles District, Corps of Engineers Contracting Division-West Region Branch P.O. Box 532711 Los Angeles, CA 90053-2325
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9. FOR INFORMATION CALL:	A. NAME Julie Ayala or Mary Ann Powers	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (213) 452-3241 or (213) 452-3254
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SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):
UPPER NEWPORT BAY ECOSYSTEM RESTORATION PROJECT, Orange County, California

Project consists of approximately 400 thousand cubic meters of dredging over 8km of upper bay area access channels to -3.4 m MLLW and sediment basins to -5.26 m MLLW with disposal at LA-3. And approximately 200 thousand cubic meters of dredging/excavation of shallow restoration channels and wetland restoration areas, with in-bay disposal for island construction and some near-shore and offshore disposal. Minor amount of geotextile filter and abc. Optional work consists of additional dredging of sediment basins to -5.26 m MLLW, approximately 170 to 530 thousand cubic meters with disposal at LA-3, and one wetland restoration with disposal near-shore.

The estimated cost range of this project over \$10,000,000.00.

BIDDERS PLEASE NOTE: When applicable, the Price Evaluation Preference for HUBZone Small Business Concerns will be applied to this procurement. Refer to Section 00600, Contract Clause No. 52.219-4, entitled "Price Evaluation Preference for HUBZone Small Business Concerns."

This procurement may be delayed, cancelled, or revised at any time during the solicitation, evaluation, and/or final award process.

BID OPENING AND AWARD OF THE CONTRACT WILL NOT OCCUR UNTIL AFTER EXECUTION OF THE PROJECT COOPERATION AGREEMENT (PCA)

11. The Contractor shall begin performance within 10 calendar days and complete it within 400 calendar days after receiving ☐ award, ☒ notice to proceed. This performance period is ☒ mandatory, ☐ negotiable. (See *Section 00800.)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS?
(If "YES," indicate within how many calendar days after award in Item 12B.)

☒ YES ☐ NO

12B. CALENDAR DAYS

10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 0 copies to perform the work required are due at the place specified in Item 8 by 1300 (hour) local time 30 Aug 2005 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee ☒ is, ☐ is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

15. TELEPHONE NO. (Include area code)

16. REMITTANCE ADDRESS (Include only if different than Item 14)

CODE

FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.

AMOUNTS  SEE SCHEDULE

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(Type or print)

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN
(4 Copies unless otherwise specified)

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

☐ 10 U.S.C 2304(c) () ☐ 41 U.S.C 253(c) ()

26. ADMINISTERED BY

CODE

27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.

☐ 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)

31A. NAME OF CONTRACTING OFFICER (Type or print)

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA
BY31C. AWARD
DATE

SECTION 00010

Pricing Schedule

ITEM NO	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT (\$)
BASE ITEMS NUMBERED 1 THROUGH 17					
1	MOBILIZATION AND DEMOBILIZATION	1	LS	\$ _____	\$ _____
2	CLEARING AND GRUBBING	1	LS	\$ _____	\$ _____
3	DREDGE CONTRACTOR ACCESS CHANNELS TO SEDIMENT CONTROL BASINS; PLACE MATERIALS AT LA3	1	LS	\$ _____	\$ _____
4	DREDGE CONTRACTOR ACCESS CHANNELS TO 23rd STREET AND NEW LEAST TERN ISLAND PIT; PLACE MATERIALS AT LA3	1	LS	\$ _____	\$ _____
5	DREDGE/EXCAVATE SHELLMAKER ISLAND RESTORATION CHANNEL, PLACE MATERIALS AT LA3	540	LM	\$ _____	\$ _____
6	DREDGE/EXCAVATE MIDDLE ISLAND RESTORATION CHANNEL, PLACE MATERIALS AT LA3	836	LM	\$ _____	\$ _____
7	DREDGE/EXCAVATE NEW ISLAND RESTORATION CHANNEL, PLACE MATERIALS AT LA3	962	LM	\$ _____	\$ _____
8	DREDGE/EXCAVATE HOTDOG TERN ISLAND RESTORATION CHANNELS, PLACE MATERIALS AT LA3	368	LM	\$ _____	\$ _____
9	DREDGE UNIT II BASIN, UNIT I/III BASIN; PLACE MATERIALS AT LA3	255,692	CM	\$ _____	\$ _____
10	DREDGE NEW LEAST TERN ISLAND PIT; PLACE MATERIALS AT LA3	74,626	CM	\$ _____	\$ _____
11	EXCAVATE/DREDGE 23RD STREET WETLAND RESTORATION; PLACE MATERIALS NEARSHORE AND LA3	70,826	CM	\$ _____	\$ _____
12	EXCAVATE/DREDGE 23RD STREET WETLAND RESTORATION; PLACE MATERIALS IN NEW LEAST TERN ISLAND PIT	54,080	CM	\$ _____	\$ _____
13	EXCAVATE/DREDGE TOP PORTION OF HOTDOG TERN ISLAND AND BULLNOSE WEST WETLAND RESTORATION, AND SEGMENT MAIN DIKE; PLACE MATERIALS IN NEW LEAST TERN ISLAND PIT	19,994	CM	\$ _____	\$ _____
14	EXCAVATE/DREDGE SHELLMAKER ISLAND WETLAND RESTORATION; CONSTRUCT NEW LEAST TERN ISLAND AND HOTDOG TERN	27,248	CM	\$ _____	\$ _____

ISLAND COVER

15	EXCAVATE/DREDGE SHELLMAKER ISLAND WETLAND RESTORATION; PLACE MATERIALS NEARSHORE	9,495	CM	\$ _____	\$ _____
16	GEOTEXTILE FILTER	253	SM	\$ _____	\$ _____
17	AGGREGATE BASE COARSE	307	MT	\$ _____	\$ _____

Total Base Bid

\$ _____

OPTION 1

18	DREDGE SEDIMENT CONTROL UNIT II BASIN AND SANTA ANA DELHI CHANNEL; PLACE MATERIALS AT LA3	172,299	CM	\$ _____	\$ _____
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Total Option 1

\$ _____

OPTION 2

19	DREDGE SEDIMENT CONTROL UNIT II BASIN; PLACE MATERIALS AT LA3	361,969	CM	\$ _____	\$ _____
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Total Option 2

\$ _____

OPTION 3

20	CLEARING AND GRUBBING OF NORTHSTAR BEACH WETLAND RESTORATION	1	LS	\$ _____	\$ _____
21	EXCAVATE/DREDGE NORTHSTAR BEACH WETLAND RESTORATION; PLACE MATERIALS NEARSHORE AND/OR NEW LEAST TERN ISLAND AND HOTDOG TERN ISLAND COVER	34,650	CM	\$ _____	\$ _____
22	GEOTEXTILE FILTER	1,000	SM	\$ _____	\$ _____
23	REVTMENT FOR NORTHSTAR BEACH WETLAND RESTORATION	1,500	MT	\$ _____	\$ _____
24	AGGREGATE BASE COARSE	100	MT	\$ _____	\$ _____

Total Option 3

\$ _____

**TOTAL ESTIMATED AMOUNT OF BASE BID
PLUS OPTIONS 1, 2, AND 3**

\$ _____

CM = CUBIC METER
LM = LINEAL METER
LS = LUMP SUM
MT = METRIC TON
SM = SQUARE METER

Bidders Notes/Bid Schedule

1. All extensions of the unit prices shown will be subject to verification by the Government. In case of variation between the unit price and the extension, the unit price will be considered to be the bid.
2. If a modification to a bid based on unit prices is submitted which provides for a lump sum adjustment to the total estimated amount, the application of the lump sum adjustment to each unit price in the Price Schedule must be stated. If it is not stated, the bidder agrees that the lump sum adjustment shall be applied on a pro rata basis to every unit price in the Price Schedule.
3. Prices must be submitted on all individual items of the Price Schedule, otherwise the bid will be considered non-responsive and will be rejected.
4. For the purpose of initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the Price Schedule as submitted by the bidder:
 - a. Obviously misplaced decimal points will be corrected;
 - b. In case of discrepancy between the unit price and the extended price, the unit price will govern;
 - c. Apparent errors in extensions of unit prices will be corrected;
 - d. Apparent errors in addition of lump sum and extended prices will be corrected.
5. For the purpose of bid evaluation, the Government will proceed on the assumption that the bidder intends the bid to be evaluated on the basis of unit prices the totals arrived at by the resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.
6. The lump sum "LS" line items in the Price Schedule are not "Estimated Quantity" line items and are not subject to the "Variation in Estimated Quantity" contract clause.
7. The Contract Clause 52.232-27, "Prompt Payment for Construction Contracts" requires that the name and address of the contractor official, to whom payment is to be sent, be the same as that in the contract or in a proper Notice of Assignment.
8. Principal Contracting Officer. The Contracting Officer who signs this contract will be the Principal Contracting Officer for this contract. However, any Contracting Officer assigned to the Los Angeles District, contracting within his authority, may take formal action on this contract when the Principal Contracting Officer is unavailable and the action needs to be taken.
9. Amounts and prices shall be indicated in either words or figures, NOT BOTH.
10. Payment of Electronic Funds Transfer (EFT) is the mandatory method of payment. The Contractors attention is directed to Contract Clause No. 52.232-33 "Payment By Electronic Funds Transfer-Central contractor Registration (Oct 2003)"
11. The bidder shall distribute his indirect costs (overhead, profit, bond, etc.,) over all items in the Price Schedule. The Government will review all submitted Price Schedules for any unbalancing of the items. Any submitted Price Schedule determined to be unbalanced may be considered non-responsive and cause the bidder to be ineligible for contract award.
12. The bidder shall furnish all plant, labor, material, equipment, etc., necessary to perform all work in strict accordance with the terms and conditions set forth in the contract to include all attachments thereto.
13. Some quantities are ESTIMATED, the bidders prices MUST BE FIRM.

14. Bidder is cautioned to check his Price Schedule carefully prior to submission. If the Price Schedule contains unit prices, they should be round off to the second decimal point only NOT EXTENDED FURTHER.

15. At the formal bid opening for this solicitation, all hand carried bids submitted prior to 12:45 p.m. on the bid opening date will be accepted in Room 1035 and Room 1040 by available personnel. For the time period 12:45p.m. to 1:00 p.m., bids must be submitted to Room 1035 (bid opening room), to the bid opening officer only. Bids will not be accepted by any other personnel or at any other location. No bid will be accepted after 1:00 p.m. The official bid opening time will be the clock posted on the wall in the bid opening room (1035).

16. Contractor is required to fill in Cage code (Reference Section 00600, entitled "Required Central Contractor Registration" Mar 1998) and DUNS Number (Reference Section 00600, entitled, "Data Universal Numbering System (DUNS) Number" Jun1999) in Block No. 15 on Standard Form 1442, Name and Address Block (Cage Code under Code and DUNS No. under Facility Code respectively).

16. The Government contemplates award one contract to the responsive, responsible bidder who submits the low bid for the total of all the items in the Price Schedule.

CERTIFICATE OF CORPORATE PRINCIPAL

1) IF THE OFFEROR IS A JOINT VENTURE, COMPLETE THE FOLLOWING:

_____	_____	_____
(Company Name)	(Signature)	(Title)

_____	_____	_____
(Company Name)	(Signature)	(Title)

_____	_____	_____
(Company Name)	(Signature)	(Title)

2) IF THE OFFEROR IS PARTNERSHIP, LIST FULL NAME OF ALL PARTNERS:

_____	_____	_____
(Company Name)	(Signature)	(Title)

_____	_____	_____
(Company Name)	(Signature)	(Title)

_____	_____	_____
(Company Name)	(Signature)	(Title)

3) IF THE OFFEROR IS A CORPORATION, THE FOLLOWING CERTIFICATION SHOULD BE COMPLETED:

CERTIFICATION AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the corporation named as principal in the

within contract; that _____, who signed the said contract on behalf of the principal, was the

_____ of the corporation; that I know his signature and that his signature is genuine; and that said contract was duly signed, sealed and attested for in behalf of said corporation by authority of its governing body.

CORPORATE PRINCIPAL

CORPORATE SEAL

SECRETARY

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CLAUSES INCORPORATED BY FULL TEXT

52.0000-4010 INQUIRIES

Perspective bidders/offerors should submit inquiries related to this solicitation by writing or calling the following (collect calls will not be accepted:

(1) For inquiries of a contractual nature (solicitation requirements, interpretation of contractual language) call:

Julie Ayala
213/452-3241

For bid results only, call (213) 452-3235.

(2) All technical questions on the specification or drawings will be submitted in writing to:

Address:

USAED-Los Angeles

P.O. Box 532711

Los Angeles, CA 90053-2325

FAX No. 213/452-4187

(3) Please include the solicitation number, project title and location of project with your questions. Written inquiries must be received by this office not later than 14 calendar days prior to bid opening date/date set for receipt of offers.

(4) Oral explanations or instructions are not binding. Any information given to a bidder/offeror which impacts the bid/offer will be given in the form of a written amendment to the solicitation.

52.0000-4023 SAFETY REQUIREMENTS

The bidder's attention is directed to the latest version of U.S. Army Corps of Engineers Safety and Health Manual, EM 385-1-1, which will be strictly enforced. This publication may be obtained from the US Army Engineer District, Los Angeles, ATTN: Safety Office, P.O. Box 532711, Los Angeles, California 90053-2325.

52.000-4515 SECURITY CONTRACT LANGUAGE FOR ALL CORPS OF ENGINEERS' UNCLASSIFIED CONTRACTS (APR 2004)

A. AUTOMATED INFORMATION SYSTEM (AIS) EFFORT

All Contractor employees (U.S. citizens and Non- U.S. citizens) working under this contract (*to include grants, cooperative agreements and task orders*) who require access to Automated Information Systems (AIS), (stand alone computers, network computers/systems, e-mail) shall, at a minimum, be designated into an ADP-III position (non-sensitive) in accordance with DoD 5220-22-R, Industrial Security Regulation. The investigative requirements for an ADP-III position are a favorable National Agency Check (NAC), SF-85P, Public Trust Position. The contractor shall have each applicable employee complete a SF-85P and submit to the Los Angeles District, ATTN: CESPL-P.O

Box 532711, Los Angeles, California 90053 Security Officer within three (3) working days after award of any contract or task order, and shall be submitted prior to the individual being permitted access to an AIS. Contractors that have a commercial or government entity (CAGE) Code and Facility Security Clearance through the Defense Security Service shall process the NACs and forward visit requests/results of NAC to the Los Angeles District Security Officer. For those contractors that do not have a CAGE Code or Facility Security Clearance, the Los Angeles District Security Office will process the investigation in coordination with the Contractor and contract employees.

B. NATIONAL INFRASTRUCTURES EFFORTS

Contractor employees scheduled to access the Homeland Security determined National Infrastructures, i.e., Powerhouses, Switchyards, Locks/Dams or other restricted/sensitive areas are required to submit a State Bureau of Investigation Criminal Records (History) Check from the state where the work will be performed to the Contracting Officer no later than ten (10) working days after contract award. In addition to providing the individual Criminal Records (History) Check, contractor employees scheduled to have access to the National Infrastructures for six (6) months or longer required a favorable Public Trust Background Investigation (SF-85P), which includes fingerprints (FD-258). Contractor employees may have the finger print card (FD-258) completed by local law enforcement anyone qualified in the Los Angeles District Field Offices, or by making an appointment with the District Security Officer. The contractor shall have each applicable employee provide the completed SF-85P and FD-258 to the Los Angeles Security Office as soon as possible after contract award, but definitely prior to the employee being permitted access to the work area.

C. FOREIGN NATIONALS

Contractor employees scheduled to access the Homeland Security determined National Infrastructures, i.e., Powerhouses, Switchyards, Locks/Dams or other restricted/sensitive areas are required to submit a State Bureau of Investigation Criminal Records (History) Check from the state where the work will be performed to the Contracting Officer no later than ten (10) working days after contract award. In accordance with Engineering Regulation, ER 380-1-18, Section 4, foreign nationals who work on Corps of Engineers' contracts or task orders shall be approved by the HQUSACE Foreign Disclosure Officer or higher before beginning work on the contract/task order. This regulation includes subcontractor employees. (NOTE: exceptions to the above requirement include foreign nationals who perform janitorial and/or ground maintenance services.) The contractor shall submit to the Division/District Contract Office, the names of all foreign nationals proposed for performance under this contract/task order, along with documentation to verify that he/she was legally admitted into the United States and has authority to work and/or go to school in the US. Such documentation may include a US passport, Certificate of US citizenship (INS Form N-560 or N-561), Certificate of Naturalization (INS Form N-550 or N-570), foreign passport with I-551 stamp or attached INS Form I-94 indicating employment authorization, Alien Registration Receipt Card with photograph (INS Form I-151 or I-551), Temporary Resident Card (INS Form I-688), Employment Authorization Card (INS Form I-688A), Reentry Permit (INS Form I-327), Refugee Travel Document (INS Form I-571), Employment Authorization Document issued by the INS which contains a photograph (INS Form I-688B).

Classified contracts require the issuance of a DD Form 254 (Department of Defense Contract Security Classification Specification).

(End of Clause)

52.0001-4004 BID RESULTS

The telephone number for bid results after the opening is Area Code (213) 452-3235.

52.209-4501 CONTRACTOR RESPONSIBILITY, PRE-AWARD SURVEY

In order to determine a contractor's responsibility for purposes of contract award in accordance with FAR Part 9, a statement regarding previous experience in performing comparable work, and/or plan to be used in performing the work is required. After the bid opening, the Government will request this information and set a due date for its submission.

52.211-2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (DEC 2003)

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained--

(a) From the ASSIST database via the Internet at <http://assist.daps.dla.mil>; or

(b) By submitting a request to the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2179, Facsimile (215) 697-1462.

(End of provision)

52.214-3 AMENDMENTS TO INVITATIONS FOR BIDS (DEC 1989)

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting a bid, (3) by letter or telegram, or (4) by facsimile, if facsimile bids are authorized in the solicitation. The Government must receive the acknowledgment by the time and at the place specified for receipt of bids.

(End of provision)

52.214-4 FALSE STATEMENTS IN BIDS (APR 1984)

Bidders must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

(End of provision)

52.214-5 SUBMISSION OF BIDS (MAR 1997)

(a) Bids and bid modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) (1) addressed to the office specified in the solicitation, and (2) showing the time and date specified for receipt, the solicitation number, and the name and address of the bidder.

(b) Bidders using commercial carrier services shall ensure that the bid is addressed and marked on the outermost envelope or wrapper as prescribed in subparagraphs (a)(1) and (2) of this provision when delivered to the office specified in the solicitation.

(c) Telegraphic bids will not be considered unless authorized by the solicitation; however, bids may be modified or withdrawn by written or telegraphic notice.

(d) Facsimile bids, modifications, or withdrawals, will not be considered unless authorized by the solicitation.

(e) Bids submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

(End of provision)

52.214-6 EXPLANATION TO PROSPECTIVE BIDDERS (APR 1984)

Any prospective bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective bidders before the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders as an amendment to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

(End of provision)

52.214-7 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS (NOV 1999)

(a) Bidders are responsible for submitting bids, and any modifications or withdrawals, so as to reach the Government office designated in the invitation for bids (IFB) by the time specified in the IFB. If no time is specified in the IFB, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that bids are due.

(b)(1) Any bid, modification, or withdrawal received at the Government office designated in the IFB after the exact time specified for receipt of bids is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late bid would not unduly delay the acquisition; and--

(i) If it was transmitted through an electronic commerce method authorized by the IFB, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of bids; or

(ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of bids and was under the Government's control prior to the time set for receipt of bids.

(2) However, a late modification of an otherwise successful bid that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(c) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the bid wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(d) If an emergency or unanticipated event interrupts normal Government processes so that bids cannot be received at the Government office designated for receipt of bids by the exact time specified in the IFB and urgent Government requirements preclude amendment of the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(e) Bids may be withdrawn by written notice received at any time before the exact time set for receipt of bids. If the IFB authorizes facsimile bids, bids may be withdrawn via facsimile received at any time before the exact time set for receipt of bids, subject to the conditions specified in the provision at 52.214-31, Facsimile Bids. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

(End of provision)

52.214-13 TELEGRAPHIC BIDS (APR 1984)

- (a) Bidders may submit telegraphic bids as responses to this solicitation. These responses must arrive at the place, and by the time, specified in the solicitation.
- (b) Telegraphic bids shall refer to this solicitation and include the items or subitems, quantities, unit prices, time and place of delivery, all representations and other information required by this solicitation, and a statement of agreement with all the terms, conditions, and provisions of the invitation for bids.
- (c) Telegraphic bids that fail to furnish required representations or information, or that reject any of the terms, conditions, and provisions of the solicitation, may be excluded from consideration.
- (d) Bidders must promptly sign and submit complete copies of the bids in confirmation of their telegraphic bids.
- (e) The term "telegraphic bids," as used in this provision, includes mailgrams.

(End of provision)

52.214-18 PREPARATION OF BIDS--CONSTRUCTION (APR 1984)

- (a) Bids must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a bid must initial each erasure or change appearing on any bid form.
- (b) The bid form may require bidders to submit bid prices for one or more items on various bases, including--
 - (1) Lump sum bidding;
 - (2) Alternate prices;
 - (3) Units of construction; or
 - (4) Any combination of subparagraphs (1) through (3) above.
- (c) If the solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "no bid" in the space provided for any item on which no price is submitted.
- (d) Alternate bids will not be considered unless this solicitation authorizes their submission.

(End of provision)

52.214-19 CONTRACT AWARD--SEALED BIDDING--CONSTRUCTION (AUG 1996)

- (a) The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government, considering only price and the price-related factors specified elsewhere in the solicitation.
- (b) The Government may reject any or all bids, and waive informalities or minor irregularities in bids received.
- (c) The Government may accept any item or combination of items, unless doing so is precluded by a restrictive

limitation in the solicitation or the bid.

(d) The Government may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Government even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(End of provision)

52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(End of provision)

52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

(End of provision)

52.0214-4583 TELEGRAPHIC BIDS/OFFERS ARE NOT ACCEPTABLE

Any telegram to modify or withdraw a bid/offer sent to this office must be physically delivered to the office designated for receipt of bid/offer by the date and time set for bid opening/receipt of proposals. No one from this office will be dispatched to the local telegraph office to pick up any telegram for any reason.

52.0214-4599 EVALUATION FOR AWARD

The Government contemplates award of one contract to the responsive, responsible bidder who submits the low bid for the total of all the items in the Bidding Schedule.

52.214-5000 APPARENT CLERICAL MISTAKES (MAR 1995)--EFARS

(a) For the purpose of initial evaluations of bids, the following will be utilized in the resolving arithmetic discrepancies found on the face of bidding schedule as submitted by the bidder:

- (1) Obviously misplaced decimal points will be corrected;
- (2) Discrepancy between unit price and extended price, the unit price will govern;
- (3) Apparent errors in extension of unit prices will be corrected;
- (4) Apparent errors in addition of lump-sum and extended prices will be corrected.

(b) For the purpose of bid evaluation, the government will proceed on the assumption that the bidder intends his bid to be evaluated on basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.

(c) These correction procedures shall not be used to resolve any ambiguity concerning which bid is low.

(End of statement)

52.0214-5001 DIRECTIONS FOR SUBMITTING BIDS (APR 2002)

Envelopes containing bids must be sealed, marked and addressed as follows:

MARK ENVELOPES:

Bid under IFB No. W912PL-05-B-0006
Bid Opening Date: 30 August 2005 at 1:00 PM

ADDRESS ENVELOPES TO:

Department of the Army
U. S. Army Engineer District, Los Angeles
ATTN: Contracting Division
C/O: Julie Ayala
P. O. Box 532711
Los Angeles, CA 90053-2325

SPECIAL INSTRUCTIONS PERTAINING TO HAND-CARRIED BIDS:

Due to security precautions, all Corps of Engineers visitors/couriers are now required to check in at the Public Affairs Office (PAO), Suite 980, Wilshire Blvd, Los Angeles, CA. Bidders are no longer permitted to hand-carry their bids directly to Contracting Division without an authorized escort. **Bids may NOT be left unattended at the Public Affairs Office (PAO), Suite 980.**

Bidders who desire to hand-deliver their bids prior to the scheduled bid opening time/date must notify the Contracting Division to arrange for receipt of their bid by Contracting Division personnel. Normally the contact will be the Contract Specialist designated above. In the event the Contract Specialist cannot be reached, please call the main Contracting Division telephone number, 213-452-3231 or the following alternative telephone numbers - 3233, -3245, -3234, or -3235, in order to request assistance.

30 minutes prior to the scheduled bid opening time/date, the Bid Opening Officer will be in the Public Affairs Office (PAO) Suite 980, to accept bids. After visitor in-processing, all bidders will subsequently be escorted to Bid Opening Room, where the bids will be publicly opened and read.

In order to expedite visitor processing, bidders are encouraged to complete the information requested on the Notice of Visitor(s) Form (attached). The completed form can be faxed to the Contract Specialist at (213) 452-4184 or 4187, prior to the date for receipt of bids. In addition, no more than 2 visitors per firm will be permitted within the building. No exceptions will be made. The offeror is responsible for compliance with the security requirements and shall ensure that any company representative, courier or delivery personnel are aware of these special procedures pertaining to hand carried bids.

NOTICE OF VISITOR(S)		
1. Date(s) of Visit (<i>Inclusive</i>)		2. Arrival Time
3. Name of Visitor(s) (<i>Last, First</i>)		4. Agency/Company of Visitor
5. Name of Person Being Visited (<i>Include Div, Br, Sec</i>)	6. Suite Number	7. Telephone Number
8. Contact Person (<i>if other than Person Being Visited</i>)		9. Telephone Number
10. Other Comments or Instructions		
<ul style="list-style-type: none">- All visitors must report to the Public Affairs Office, Suite 980- Visitors must use the Visitor Tag provided.- Visitors must be escorted to Corps of Engineers floors- Parking validation is only available for Engineering Division, Construction-Operations, and Information Management field personnel.- Delivery personnel will be validated for 30 minutes only.		

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of clause)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

52.225-9 BUY AMERICAN ACT—CONSTRUCTION MATERIALS (JAN 2005)

(a) Definitions. As used in this clause--

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Domestic construction material means--

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows: [Contracting Officer to list applicable excepted materials or indicate "none"]

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before

contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
Item 1			
Foreign construction material....			
Domestic construction material...			
Item 2			
Foreign construction material....			
Domestic construction material...			

Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

(End of clause)

52.225-10 NOTICE OF BUY AMERICAN ACT REQUIREMENT--CONSTRUCTION MATERIALS (MAY 2002)

(a) Definitions. Construction material, domestic construction material, and foreign construction material, as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act --Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

(c) The amount of the bid guarantee shall be twenty percent of the bid price or \$3,000,000.00, whichever is less.-

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of clause)

52.228-4506 INDIVIDUAL SURETIES IN SUPPORT OF BID BONDS

Bidder/offerors utilizing individual sureties in support of a bid bond shall include a Standard Form (SF) 28 (Affidavit of Individual Surety), accompanied by a pledge of acceptable assets from each person acting as an individual surety, and include these with the SF 24 (Bid

Bond), and the bid itself (see clause titled "Pledges of Assets," FAR 52.228-11).

Pledges of acceptable assets shall be in the form of (1) evidence of an escrow account and/or (2) a recorded lien on real estate. If this is an RFP, failure to provide required documentation described herein may cause the offeror to be deemed "unacceptable".

52.228-4507 BID GUARANTEE FORM AND AMOUNT

When bids/proposals exceed \$100,000, the offeror shall furnish a separated bid guarantee in accordance with the solicitation provision titled "Bid Guarantee", FAR 52.228-1. In accordance with FAR 28.101-2 the bid guarantee amount shall be a least 20 percent of the "bid price" but shall not exceed \$3 million. When the penal sum is expressed as a percentage, a maximum dollar limitation may be stated. If there are option line items on the Pricing Schedule (Schedule B), the term "bid price" is hereby defined as the total bid not to include any amount for line items designated as "options". In bids/proposals that contain "additives", the "bid price" is defined as the total of all bid items including additive line items. FAR 28.106-1 states that a Standard Form (SF) 24 shall be used for the bid bond. In accordance with FAR 28.202(a)(1), corporate sureties utilized must appear on the list contained in the Department of Treasury Circular 570 titled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies."

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) A site visit will be planned within two weeks of the issue date. Fernando Cano at 909/898-6154.

Those persons interested in attending the site visit should contact Fernando Cano by email and cc: Jane Grandon and Shawn Murphy. To acquire site visit date, time, and location; people who have registered to attend the site visit shall be informed. The e-mail shall include a daytime telephone number. The following are the USACE e-mail addresses.

Fernando.b.cano@usace.army.mil
jane.f.grandon@usace.army.mil
shawn.p.murphy@usace.army.mil

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any _____ (48 CFR Chapter _____) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

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CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) Definitions. As used in this clause--

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields and has marked the record "Active".

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, “doing business as” name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the “Suspension of payment” paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2005)

(a)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ Paragraph (b) applies.

☐ Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause Title Date Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 237990.

(2) The small business size standard is \$17,000,000.00.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-2 EQUAL LOW BIDS. (OCT 1995)

(a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

(c) Failure to identify the labor surplus area as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (OCT 2004)(DEVIATION)

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer.

~~*These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.~~
The Price Evaluation Preference for Small Disadvantaged Business will not be applied to this procurement as it is currently suspended from DoD.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

___ Offeror elects to waive the evaluation preference.

* Authorized deviation

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (OCT 2000)

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

(b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] The Offeror [] is, [] is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees Avg. Annual Gross Revenues

____ 50 or fewer ____ \$1 million or less

____ 51 - 100 ____ \$1,000,001 - \$2 million

____ 101 - 250 ____ \$2,000,001 - \$3.5 million

____ 251 - 500 ____ \$3,500,001 - \$5 million

___ 501 - 750 ___ \$5,000,001 - \$10 million

___ 751 - 1,000 ___ \$10,000,001 - \$17 million

___ Over 1,000 ___ Over \$17 million

(End of provision)

52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

___ (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration(PROONet); or

___ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2)___ For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(End of provision)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) () It has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) () It has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

() (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

() (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

() (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

() (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

() (v) The facility is not located within the United States or its outlying areas.

(End of clause)

252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

252.204-7004 CENTRAL CONTRACTOR REGISTRATION (52.204-7) ALTERNATE A (NOV 2003)

(a) Definitions. As used in this clause--

“Central Contractor Registration (CCR) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR database” means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records “Active.”

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated

in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (SEP 2004)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries subject to this provision include: Cuba, Iran, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each government.

(End of provision)

252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (SEP 1994)

(a) Definitions. As used in this provision--

(1) "Entity controlled by a foreign government" means--

(i) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(ii) Any individual acting on behalf of a foreign government.

(2) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control or influence the election or appointment of the Offeror's officers, directors, partners, regents, trustees, or a majority of the Offeror's board of directors by means, e.g., ownership, contract, or operation of law.

(3) "Foreign government" means any governing body organized and existing under the laws of any country other than the United States and its possessions and trust territories and any agent or instrumentality of that government.

(4) "Proscribed information" means--

(i) Top Secret information;

(ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone units (STU IIIs);

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmental Information (SCI).

(b) Prohibition on award. No contract under a national security program may be awarded to a company owned by an entity controlled by a foreign government if that company requires access to proscribed information to perform the contract, unless the Secretary of Defense or designee has waived application of 10 U.S.C.2536(a).

(c) Disclosure.

The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure
(Name and Phone Number with Country Code, City Code and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity
Controlled by a Foreign Government

Description of Interest, Ownership
Percentage, and Identification of
Foreign Government

(End of provision)

Section 00700 - Contract Clauses

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CLAUSES INCORPORATED BY FULL TEXT

52.202-1 DEFINITIONS (JUL 2004)

(a) When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless--

- (1) The solicitation, or amended solicitation, provides a different definition;
- (2) The contracting parties agree to a different definition;
- (3) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or
- (4) The word or term is defined in FAR Part 31, for use in the cost principles and procedures.

(b) The FAR Index is a guide to words and terms the FAR defines and shows where each definition is located. The FAR Index is available via the Internet at <http://www.acqnet.gov> at the end of the FAR, after the FAR Appendix.

(End of clause)

52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled--

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract

upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

52.203-7 ANTI-KICKBACK PROCEDURES. (JUL 1995)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from -

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold, from sums owed a subcontractor under the prime contract, the amount of any kickback. The Contracting Officer may order the monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under

subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(End of clause)

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27 (a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be--

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;

(3) For cost-plus-award-fee contracts--

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may--

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or

(ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2003)

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

- (1) The awarding of any Federal contract.
- (2) The making of any Federal grant.
- (3) The making of any Federal loan.
- (4) The entering into of any cooperative agreement.
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.
- (2) A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.
- (3) A special Government employee, as defined in section 202, Title 18, United States Code.
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

State, as used in this clause, means a State of the United States, the District of Columbia, or an outlying area of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of Title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(End of clause)

(a) Definitions. As used in this clause--

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.” For paper and paper products, postconsumer material means “postconsumer fiber” defined by the U.S. Environmental Protection Agency (EPA) as--

(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

“Printed or copied double-sided” means printing or reproducing a document so that information is on both sides of a sheet of paper.

“Recovered material,” for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as “recovered fiber” and means the following materials:

(1) Postconsumer fiber; and

(2) Manufacturing wastes such as--

(i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and

(ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.

(b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.

(c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

(End of clause)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2005)

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the \$25,000 with a Contractor that is debarred, suspended, or proposed for

debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principles, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the in the Excluded Parties List System). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

52.214-26 AUDIT AND RECORDS--SEALED BIDDING. (OCT 1997)

(a) As used in this clause, records includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with the pricing of any modification to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to--

(1) The proposal for the modification;

(2) The discussions conducted on the proposal(s), including those related to negotiating;

(3) Pricing of the modification; or

(4) Performance of the modification.

(c) Comptroller General. In the case of pricing any modification, the Comptroller General of the United States, or an authorized representative, shall have the same rights as specified in paragraph (b) of this clause.

(d) Availability. The Contractor shall make available at its office at all reasonable times the materials described in reproduction, until 3 years after final payment under this contract, or for any other period specified in Subpart 4.7 of the Federal Acquisition Regulation (FAR). FAR Subpart 4.7, Contractor Records Retention, in effect on the date of this contract, is incorporated by reference in its entirety and made a part of this contract.

(1) If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.

(2) Records pertaining to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to the performance of this contract shall be made available until disposition of such appeals, litigation, or claims.

(e) The Contractor shall insert a clause containing all the provisions of this clause, including this paragraph (e), in all subcontracts expected to exceed the threshold in FAR 15.403-4(a)(1) for submission of cost or pricing data.

(End of clause)

52.214-27 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS - SEALED BIDDING. (OCT 1997)

(a) This clause shall become operative only for any modification to this contract involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for the submission of cost or pricing data at FAR 15.403-4(a)(1), except that this clause does not apply to a modification if an exception under FAR 15.403-1(b) applies.

(1) Based on adequate price competition;

(2) Based on established catalog or market prices of commercial items sold in substantial quantities to the general public; or

(3) Set by law or regulation.

(b) If any price, including profit, negotiated in connection with any modification under this clause, was increased by any significant amount because

(1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;

(2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data; or

(3) any of these parties furnished data of any description that were not accurate, the price shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) above.

(c) Any reduction in the contract price under paragraph (b) above due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which:

(1) the actual subcontract; or

(2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

(d) If the Contracting Officer determines under paragraph (b) of this clause that a price or cost reduction should be made:

(1) the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted;

(ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer;

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract; or

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2) Except as prohibited by subdivision (d)(2)(ii) of this clause:

(i) an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if:

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the cost or pricing data were available before the date of agreement on the price of the contract (or price of the modification) and that the data were not submitted before such date.

(ii) An offset shall not be allowed if:

(A) The understated data was known by the Contractor to be understated when the Certificate of Current Cost or Pricing Data was signed; or (B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the date of agreement on price.

(e) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid:

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

(2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data which were incomplete, inaccurate, or noncurrent.

(End of clause)

52.214-28 SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS - SEALED BIDDING. (OCT 1997)

(a) The requirements of paragraphs (b) and (c) of this clause shall:

(1) become operative only for any modification to this contract involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for submission of cost or pricing data at (FAR) 48 CFR 15.403-4(a)(1); and

(2) be limited to such modifications.

(b) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1), on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modifications involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1), the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1(b) applies.

(1) Based on adequate price competition;

(2) Based on established catalog or market prices of commercial items sold in substantial quantities to the general public; or

(3) Set by law or regulation.

(c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in subsection 15.406-2 of the Federal Acquisition Regulation that, to the best of its knowledge and belief, the data submitted under paragraph (b) above were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that, when entered into, exceeds the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1).

(End of clause)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

Definitions. As used in this contract--

HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

Small disadvantaged business concern means a small business concern that represents, as part of its offer that--

(1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, subpart B;

(2) No material change in disadvantaged ownership and control has occurred since its certification;

(3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern--

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(End of clause)

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002)

(a) This clause does not apply to small business concerns.

(b) Definitions. As used in this clause--

“Commercial item” means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

“Commercial plan” means a subcontracting plan (including goals) that covers the offeror’s fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

“Individual contract plan” means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror’s planned subcontracting in support of the specific contract except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

“Master plan” means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

“Subcontract” means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business concerns, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and with women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror’s subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of --

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror’s total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns; and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to --

- (i) Small business concerns,
- (ii) Veteran-owned small business concerns;
- (iii) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns, and
- (vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with --

- (i) Small business concerns;
- (ii) Veteran-owned small business concerns;
- (iii) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns; and
- (vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a plan similar to the plan that complies with the requirements of this clause.

(10) Assurances that the offeror will --

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with the paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.

(iv) Ensure that its subcontractors agree to submit SF 294 and 295.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating --

(A) Whether small business concerns were solicited and if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and if not, why not;

(F) Whether women-owned small business concerns were solicited and if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact --

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through --

(A) Workshops, seminars, training, etc., and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided --

(1) The master plan has been approved;

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that

provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with --

(1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

(1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.

(2) Standard Form 295, Summary Subcontract Report. This report encompasses all the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of clause)

52.222-3 CONVICT LABOR (JUN 2003)

(a) Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.

(b) The Contractor is not prohibited from employing persons--

(1) On parole or probation to work at paid employment during the term of their sentence;

(2) Who have been pardoned or who have served their terms; or

(3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

(i) The worker is paid or is in an approved work training program on a voluntary basis;

(ii) Representatives of local union central bodies or similar labor union organizations have been consulted;

(iii) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;

(iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(v) The Attorney General of the United States has certified that the work-release laws or **regulations** of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION.
(SEP 2000)

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) Payrolls and basic records.

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts exceeding \$100,000 and require subcontractors to include these provisions in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

(End of clause)

52.222-6 DAVIS-BACON ACT (FEB 1995)

(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not

less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (d) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (b) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(b)(1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (b)(2) and (b)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the

wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(1) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(End of clause)

52.222-7 WITHHOLDING OF FUNDS (FEB 1988)

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(End of clause)

52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b)(1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract

and shall certify--

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(End of clause)

52.222-9 APPRENTICES AND TRAINEES (FEB 1988)

(a) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the

applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(End of clause)

52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

(End of clause)

52.222-11 SUBCONTRACTS (LABOR STANDARDS (FEB 1988)

(a) The Contractor or subcontractor shall insert in any subcontracts the clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act-Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Withholding of Funds, Subcontracts (Labor Standards), Contract Termination-Debarment, Disputes Concerning Labor Standards, Compliance with Davis-Bacon and Related Act Regulations, and Certification of Eligibility, and such other clauses as the Contracting Officer may, by appropriate instructions, require, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses cited in this paragraph.

(b)(1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Statement and Acknowledgment Form (SF 1413) for each subcontract, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (a) of this clause have been included in the

subcontract.

- (ii) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.

(End of clause)

52.222-12 CONTRACT TERMINATION--DEBARMENT (FEB 1988)

A breach of the contract clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act--Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis-Bacon and Related Act Regulations, or Certification of Eligibility may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

(End of clause)

52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this contract.

(End of clause)

52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)

52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)

(a) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(2) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(End of clause)

52.222-26 EQUAL OPPORTUNITY (APR 2002)

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon

each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

(End of clause)

52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)

(a) Definitions. "Covered area," as used in this clause, means the geographical area described in the solicitation for this contract.

"Deputy Assistant Secretary," as used in this clause, means Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, or a designee.

"Employer's identification number," as used in this clause, means the Federal Social Security number used on the employer's quarterly federal tax return, U.S. Treasury Department Form 941.

"Minority," as used in this clause, means--

(1) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(2) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands);

(3) Black (all persons having origins in any of the black African racial groups not of Hispanic origin); and

(4) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race).

(b) If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of \$10,000 shall include this clause and the Notice containing the goals for minority and female participation stated in the solicitation for this contract.

(c) If the Contractor is participating in a Hometown Plan (41 CFR 60-4) approved by the U.S. Department of Labor in a covered area, either individually or through an association, its affirmative action obligations on all work in the plan area (including goals) shall comply with the plan for those trades that have unions participating in the plan. Contractors must be able to demonstrate participation in, and compliance with, the provisions of the plan. Each Contractor or subcontractor participating in an approved plan is also required to comply with its obligations under the Equal Opportunity clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good-faith performance by other Contractors or subcontractors toward a goal in an approved plan does not excuse any Contractor's or subcontractor's failure to make good-faith efforts to achieve the plan's goals.

(d) The Contractor shall implement the affirmative action procedures in subparagraphs (g)(1) through (16) of this clause. The goals stated in the solicitation for this contract are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve

in each construction trade in which it has employees in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where that work is actually performed. The Contractor is expected to make substantially uniform progress toward its goals in each craft.

(e) Neither the terms and conditions of any collective bargaining agreement, nor the failure by a union with which the Contractor has a collective bargaining agreement, to refer minorities or women shall excuse the Contractor's obligations under this clause, Executive Order 11246, as amended, or the regulations thereunder.

(f) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

(g) The Contractor shall take affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with this clause shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and implement affirmative action steps at least as extensive as the following:

(1) Ensure a working environment free of harassment, intimidation, and coercion at all sites and in all facilities where the Contractor's employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure that foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.

(2) Establish and maintain a current list of sources for minority and female recruitment. Provide written notification to minority and female recruitment sources and community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(3) Establish and maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant, referrals of minorities or females from unions, recruitment sources, or community organizations, and the action taken with respect to each individual. If an individual was sent to the union hiring hall for referral and not referred back to the Contractor by the union or, if referred back, not employed by the Contractor, this shall be documented in the file, along with whatever additional actions the Contractor may have taken.

(4) Immediately notify the Deputy Assistant Secretary when the union or unions with which the Contractor has a collective bargaining agreement has not referred back to the Contractor a minority or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (g)(2) of this clause.

(6) Disseminate the Contractor's equal employment policy by--

(i) Providing notice of the policy to unions and to training, recruitment, and outreach programs, and requesting their cooperation in assisting the Contractor in meeting its contract obligations;

(ii) Including the policy in any policy manual and in collective bargaining agreements;

(iii) Publicizing the policy in the company newspaper, annual report, etc.;

(iv) Reviewing the policy with all management personnel and with all minority and female employees at least once a year; and

(v) Posting the policy on bulletin boards accessible to employees at each location where construction work is performed.

(7) Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct review of this policy with all on-site supervisory personnel before initiating construction work at a job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to, and discuss this policy with, other Contractors and subcontractors with which the Contractor does or anticipates doing business.

(9) Direct recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than 1 month before the date for acceptance of applications for apprenticeship or training by any recruitment source, send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit minority persons and women. Where reasonable, provide after-school, summer, and vacation employment to minority and female youth both on the site and in other areas of the Contractor's workforce.

(11) Validate all tests and other selection requirements where required under 41 CFR 60-3.

(12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.

(13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the Contractor's obligations under this contract are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user rest rooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

(15) Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's equal employment policy and affirmative action obligations.

(h) The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in subparagraphs (g)(1) through (16) of this clause. The efforts of a contractor association, joint contractor-union, contractor-community, or similar group of which the contractor is a member and participant may be asserted as fulfilling one or more of its obligations under subparagraphs (g)(1) through (16) of this clause, provided the Contractor--

(1) Actively participates in the group;

(2) Makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry;

(3) Ensures that concrete benefits of the program are reflected in the Contractor's minority and female workforce participation;

(4) Makes a good-faith effort to meet its individual goals and timetables; and

(5) Can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply is the Contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

(i) A single goal for minorities and a separate single goal for women shall be established. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.

(j) The Contractor shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

(k) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts under Executive Order 11246, as amended.

(l) The Contractor shall carry out such sanctions and penalties for violation of this clause and of the Equal Opportunity clause, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered under Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any failure to carry out these sanctions and penalties as ordered shall be a violation of this clause and Executive Order 11246, as amended.

(m) The Contractor in fulfilling its obligations under this clause shall implement affirmative action procedures at least as extensive as those prescribed in paragraph (g) of this clause, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of Executive Order 11246, as amended, the implementing regulations, or this clause, the Deputy Assistant Secretary shall take action as prescribed in 41 CFR 60-4.8.

(n) The Contractor shall designate a responsible official to--

(1) Monitor all employment-related activity to ensure that the Contractor's equal employment policy is being carried out;

(2) Submit reports as may be required by the Government; and

(3) Keep records that shall at least include for each employee the name, address, telephone number, construction trade, union affiliation (if any), employee identification number, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, separate records are not required to be maintained.

Nothing contained herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(End of clause)

52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

(a) Definitions. As used in this clause--

All employment openings means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

Executive and top management means any employee--

(1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;

(2) Who customarily and regularly directs the work of two or more other employees;

(3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;

(4) Who customarily and regularly exercises discretionary powers; and

(5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

Other eligible veteran means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

Positions that will be filled from within the Contractor's organization means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

Qualified special disabled veteran means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

Special disabled veteran means--

(1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability--

(i) Rated at 30 percent or more; or

(ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or

(2) A person who was discharged or released from active duty because of a service-connected disability.

Veteran of the Vietnam era means a person who--

(1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases; or

(2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) General. (1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

(iii) Rate of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) Listing openings. (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment

openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

(2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

(e) Postings. (1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall--

(i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and

(ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.

(3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).

(4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(g) Subcontracts. The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

(End of clause)

(a) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;

(iii) Rates of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor, including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings. (1) The Contractor agrees to post employment notices stating--

(i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and

(ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on--

(1) The number of disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of that total, the number of disabled veterans, and the number of veterans of the Vietnam era.

(b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."

(c) Reports shall be submitted no later than September 30 of each year beginning September 30, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that the information is voluntarily provided; that the information will be kept confidential; that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

(End of clause)

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)

(a) Definitions. As used in this clause--

Priority chemical means a chemical identified by the Interagency Environmental Leadership Workgroup or, alternatively, by an agency pursuant to section 503 of Executive Order 13148 of April 21, 2000, Greening the Government through Leadership in Environmental Management.

"Toxic chemical means a chemical or chemical category listed in 40 CFR 372.65."

(b) Executive Order 13148 requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

- (1) The emergency planning reporting requirements of section 302 of EPCRA.
- (2) The emergency notice requirements of section 304 of EPCRA.
- (3) The list of Material Safety Data Sheets, required by section 311 of EPCRA.
- (4) The emergency and hazardous chemical inventory forms of section 312 of EPCRA.
- (5) The toxic chemical release inventory of section 313 of EPCRA, which includes the reduction and recycling information required by section 6607 of PPA.
- (6) The toxic chemical, priority chemical, and hazardous substance release and use reduction goals of sections 502 and 503 of Executive Order 13148.

(End of clause)

52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(a) Definitions. As used in this clause --

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to deter- mine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

- (2) Establish an ongoing drug-free awareness program to inform such employees about--

- (i) The dangers of drug abuse in the workplace;

- (ii) The Contractor's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;
- (4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--
- (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
- (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.
- (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.
- (End of clause)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

- (a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.
- (b) By signing this offer, the offeror certifies that--
- (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic

Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

() (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

() (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

() (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

() (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

() (v) The facility is not located within the United States or its outlying areas.

(End of clause)

52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A Contractor-owned or -operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if--

(1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

(2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(3) The facility does not meet the reporting thresholds of toxic chemicals established under of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(4) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(i) Major group code 10 (except 1011, 1081, and 1094.

(ii) Major group code 12 (except 1241).

(iii) Major group codes 20 through 39.

(iv) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(v) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.)), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

(5) The facility is not located in the United States or its outlying areas.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt--

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and (ii) continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items, as defined in FAR Part 2, the Contractor shall--

(1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

(End of clause)

52.225-12 NOTICE OF BUY AMERICAN ACT REQUIREMENT-- CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (JAN 2005)

(a) Definitions. ``Construction material," ``designated country construction material," ``domestic construction material," and ``foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled ``Buy American Act--Construction Materials Under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-11).

(b) Requests for determination of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers. (1) When an offer includes foreign construction material, other than designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the offeror shall be required to furnish such domestic or designated country construction material. An offer based on use of the foreign construction material for which an exception was requested-- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (MAR 2005)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, Libya, and Sudan are prohibited, as are most imports from North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at [TerList1.html](http://terlist1.html). More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR chapter V and/or on OFAC's Web site at <http://epls.arnet.gov/News.html>.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JUN 2000)

(a) Definitions. As used in this clause:

"Indian" means any person who is a member of any Indian tribe, band, group, pueblo or community that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c) and any "Native" as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601).

"Indian organization" means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C., chapter 17.

"Indian-owned economic enterprise" means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership constitute a not less than 51 percent of the enterprise.

"Indian tribe" means any Indian tribe, band, group, pueblo or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1542(c).

"Interested party" means a prime contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

(b) The Contractor shall use its best efforts to give Indian organizations and Indian-owned economic enterprises (25 U.S.C. 1544) the maximum practicable opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of its contract.

(1) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization or Indian-owned economic enterprise as to its eligibility, unless an interested party challenges its status or the Contracting Officer has independent reason to question that status. In the event of a challenge to the representation of a subcontractor, the Contracting Officer will refer the matter to the U.S. Department of the Interior, Bureau of Indian Affairs (BIA), Attn: Chief, Division of Contracting and Grants Administration, 1849 C Street, NW., MS 2626-MIB, Washington, DC 20240-4000.

The BIA will determine the eligibility and notify the Contracting Officer. No incentive payment will be made within 50 working days of subcontract award or while a challenge is pending. If a subcontractor is determined to be an ineligible participant, no incentive payment will be made under the Indian Incentive Program.

(2) The Contractor may request an adjustment under the Indian Incentive Program to the following:

- (i) The estimated cost of a cost-type contract.
- (ii) The target cost of a cost-plus-incentive-fee prime contract.
- (iii) The target cost and ceiling price of a fixed-price incentive prime contract.
- (iv) The price of a firm-fixed-price prime contract.

(3) The amount of the adjustment to the prime contract is 5 percent of the estimated cost, target cost, or firm-fixed-price included in the subcontract initially awarded to the Indian organization or Indian-owned economic enterprise.

(4) The Contractor has the burden of proving the amount claimed and must assert its request for an adjustment prior to completion of contract performance.

(c) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the amount paid to the subcontractor. The Contracting Officer will seek funding in accordance with agency procedures.

(End of clause)

52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold (however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.)

(End of clause)

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

(3) The Contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services (including construction and architect-engineer subcontracts and those for material, supplies, models, samples, or design or testing services) expected to exceed the simplified acquisition threshold at (FAR) 2.101 to exceed the dollar amount set forth in 13.000 of the Federal Acquisition Regulation (FAR).

(End of clause)

52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

The Contractor shall promptly furnish additional security required to protect the Government and persons supplying

labor or materials under this contract if--

(a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government.

(b) Any surety fails to furnish reports on its financial condition as required by the Government;

(c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or

(d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the Contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting officer has the right to immediately draw on the ILC.

(End of clause)

52.228-11 PLEDGES OF ASSETS (FEB 1992)

(a) Offerors shall obtain from each person acting as an individual surety on a bid guarantee, a performance bond, or a payment bond--

(1) Pledge of assets; and

(2) Standard Form 28, Affidavit of Individual Surety.

(b) Pledges of assets from each person acting as an individual surety shall be in the form of--

(1) Evidence of an escrow account containing cash, certificates of deposit, commercial or Government securities, or other assets described in FAR 28.203-2 (except see 28.203-2(b)(2) with respect to Government securities held in book entry form) and/or;

(2) A recorded lien on real estate. The offeror will be required to provide--

(i) Evidence of title in the form of a certificate of title prepared by a title insurance company approved by the United States Department of Justice. This title evidence must show fee simple title vested in the surety along with any concurrent owners; whether any real estate taxes are due and payable; and any recorded encumbrances against the property, including the lien filed in favor of the Government as required by FAR 28.203-3(d);

(ii) Evidence of the amount due under any encumbrance shown in the evidence of title;

(iii) A copy of the current real estate tax assessment of the property or a current appraisal dated no earlier than 6 months prior to the date of the bond, prepared by a professional appraiser who certifies that the appraisal has been conducted in accordance with the generally accepted appraisal standards as reflected in the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation.

(End of clause)

52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)

(a) As used in this clause--

"Contract date" means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"All applicable Federal, State, and local taxes and duties" means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"After-imposed Federal tax" means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

"After-relieved Federal tax" means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

Local taxes includes taxes imposed by a possession or territory of the United States, Puerto Rico, or the Northern Mariana Islands, if the contract is performed wholly or partly in any of those areas.

(b) The contract price includes all applicable Federal, State, and local taxes and duties.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(End of clause)

52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (SEP 2002)

(a) Payment of price. The Government shall pay the Contractor the contract price as provided in this contract.

(b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

(1) The Contractor's request for progress payments shall include the following substantiation:

(i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.

(ii) A listing of the amount included for work performed by each subcontractor under the contract.

(iii) A listing of the total amount of each subcontract under the contract.

(iv) A listing of the amounts previously paid to each such subcontractor under the contract.

(v) Additional supporting data in a form and detail required by the Contracting Officer.

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if--

(i) Consideration is specifically authorized by this contract; and

(ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(c) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that--

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code;

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

(Name)

(Title)

(Date)

(d) Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall--

(1) Notify the Contracting Officer of such performance deficiency; and

(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until--

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as--

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) Reimbursement for bond premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) Final payment. The Government shall pay the amount due the Contractor under this contract after--

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).

(i) Limitation because of undefinitized work. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(j) Interest computation on unearned amounts. In accordance with 31 U.S.C. 3903(c)(1), the amount payable under subparagraph (d)(2) of this clause shall be--

(1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent

auction of such bills prior to the date the Contractor receives the unearned amount; and

(2) Deducted from the next available payment to the Contractor.

(End of clause)

52.232-17 INTEREST (JUNE 1996)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. reproduce, prepare derivative works, distribute copies to the public, and (b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(End of clause)

52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

(End of clause)

52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER—OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term “EFT” refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information. (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: “designated office”) by (the Contracting Officer shall insert date, days after award, days before first request, the date specified for receipt of offers if the provision at 52.232-38 is utilized, or “concurrent with first request” as prescribed by the head of the agency; if not prescribed, insert “no later than 15 days prior to submission of the first request for payment”). If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

(1) The contract number (or other procurement identification number).

(2) The Contractor's name and remittance address, as stated in the contract(s).

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

(5) The Contractor's account number and the type of account (checking, saving, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.

(7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

(End of clause)

52.233-1 DISPUTES. (JUL 2002)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) Claim, as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim -

(A) Exceeding \$100,000; or

(B) Regardless of the amount claimed, when using -

(1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or

(2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a

protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

As prescribed in 36.502, insert the following clause in solicitations and contracts when a fixed-price construction contract or a fixed-price dismantling, demolition, or removal of improvements contract is contemplated and the contract amount is expected to exceed the small purchase limitation. The Contracting Officer may insert the clause in solicitations and contracts when a fixed-price construction or a fixed-price contract for dismantling, demolition, or removal of improvements is contemplated and the contract amount is expected to be within the small purchase limitation.

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of

(1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or

(2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

(End of clause)

52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to

(1) conditions bearing upon transportation, disposal, handling, and storage of materials;

(2) the availability of labor, water, electric power, and roads;

(3) uncertainties of weather, river stages, tides, or similar physical conditions at the site;

(4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the

character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

(End of clause)

52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

(End of clause)

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

(End of clause)

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations

applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

(End of clause)

52.236-8 OTHER CONTRACTS (APR 1984)

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

(End of clause)

52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities

(1) at or near the work site, and

(2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

(End of clause)

52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)

(a) The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

(b) Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

(c) The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When

materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

(End of clause)

52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)

(a) The Government shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Government intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use shall not be deemed an acceptance of any work under the contract.

(b) While the Government has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the work resulting from the Government's possession or use, notwithstanding the terms of the clause in this contract entitled "Permits and Responsibilities." If prior possession or use by the Government delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

(End of clause)

52.236-12 CLEANING UP (APR 1984)

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

(End of clause)

52.236-13 ACCIDENT PREVENTION (NOV 1991)

(a) The Contractor shall provide and maintain work environments and procedures which will

(1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;

(2) avoid interruptions of Government operations and delays in project completion dates; and

(3) control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall-

(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department

of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(4) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(End of clause)

52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

(End of clause)

52.236-17 LAYOUT OF WORK (APR 1984)

The Contractor shall lay out its work from Government established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer. The Contractor shall also be responsible for maintaining and

preserving all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

(End of clause)

52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by," or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown," "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed".

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor.

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (DEC 2004)

(a) Definitions. As used in this clause—

(1) "Arising out of a contract with the DoD" means any act in connection with—

(i) Attempting to obtain;

(ii) Obtaining, or

(iii) Performing a contract or first-tier subcontract of any agency, department, or component of the Department of Defense (DoD).

(2) "Conviction of fraud or any other felony" means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of nolo contendere, for which sentence has been imposed.

(3) "Date of conviction" means the date judgment was entered against the individual.

(b) Any individual who is convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the DoD is prohibited from serving--

(1) In a management or supervisory capacity on this contract;

(2) On the board of directors of the Contractor;

(3) As a consultant, agent, or representative for the Contractor; or

(4) In any other capacity with the authority to influence, advise, or control the decisions of the Contractor with regard to this contract.

(c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than 5 years from the date of conviction.

(d) 10 U.S.C. 2408 provides that the Contractor shall be subject to a criminal penalty of not more than \$500,000 if convicted of knowingly--

(1) Employing a person under a prohibition specified in paragraph (b) of this clause; or

- (2) Allowing such a person to serve on the board of directors of the contractor or first-tier subcontractor.
- (e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as—
 - (1) Suspension or debarment;
 - (2) Cancellation of the contract at no cost to the Government; or
 - (3) Termination of the contract for default.
- (f) The Contractor may submit written requests for waiver of the prohibition in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify—
 - (1) The person involved;
 - (2) The nature of the conviction and resultant sentence or punishment imposed;
 - (3) The reasons for the requested waiver; and
 - (4) An explanation of why a waiver is in the interest of national security.
- (g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.
- (h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone (301) 809-4904.

(End of clause)

252.203-7002 DISPLAY OF DOD HOTLINE POSTER (DEC 1991)

- (a) The Contractor shall display prominently in common work areas within business segments performing work under Department of Defense (DoD) contracts, DoD Hotline Posters prepared by the DoD Office of the Inspector General.
- (b) DoD Hotline Posters may be obtained from the DoD Inspector General, ATTN: Defense Hotline, 400 Army Navy Drive, Washington, DC 22202-2884.
- (5) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(End of clause)

252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)

- (a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless--
 - (1) The Contracting Officer has given prior written approval; or

(2) The information is otherwise in the public domain before the date of release.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

(End of clause)

252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)

(a) Definition.

"Cooperative agreement holder" means a State or local government; a private, nonprofit organization; a tribal organization (as defined in section 4(c) of the Indian Self-Determination and Education Assistance Act (Pub. L. 93-268; 25 U.S.C. 450 (c))); or an economic enterprise (as defined in section 3(e) of the Indian Financing Act of 1974 (Pub. L. 93-362; 25 U.S.C. 1452(e))) whether such economic enterprise is organized for profit or nonprofit purposes; which has an agreement with the Defense Logistics Agency to furnish procurement technical assistance to business entities.

(b) The Contractor shall provide cooperative agreement holders, upon their request, with a list of those appropriate employees or offices responsible for entering into subcontracts under defense contracts. The list shall include the business address, telephone number, and area of responsibility of each employee or office.

(c) The Contractor need not provide the listing to a particular cooperative agreement holder more frequently than once a year.

(End of clause)

252.219-7003 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS
SUBCONTRACTING PLAN (DOD CONTRACTS) (APR. 1996)

This clause supplements the Federal Acquisition Regulation 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, clause of this contract.

(a) *Definitions. Historically black colleges and universities*, as used in this clause, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institutions, as used in this clause, means institutions meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

(b) Except for company or division-wide commercial items subcontracting plans, the term *small disadvantaged business*, when used in the FAR 52.219-9 clause, includes historically black colleges and universities and minority institutions, in addition to small disadvantaged business concerns.

(c) Work under the contract or its subcontracts shall be credited toward meeting the small disadvantaged business concern goal required by paragraph (d) of the FAR 52.219-9 clause when:

(1) It is performed on Indian lands or in joint venture with an Indian tribe or a tribally-owned corporation, and

(2) It meets the requirements of 10 U.S.C. 2323a.

(d) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 46-48), may be counted toward the Contractor's small business subcontracting goal.

(e) A mentor firm, under the Pilot Mentor-Protege Program established under Section 831 of Pub. L. 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded--

(f) The master plan approval referred to in paragraph (f) of the FAR 52.219-9 clause is approval by the Contractor's cognizant contract administration activity.

(g) In those subcontracting plans which specifically identify small, small disadvantaged, and women-owned small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small, small disadvantaged, or women-owned small businesses for the firms listed in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

(End of clause)

252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)

(a) Definitions.

(1) "Employee in a sensitive position," as used in this clause, means an employee who has been granted access to classified information; or employees in other positions that the Contractor determines involve national security; health or safety, or functions other than the foregoing requiring a high degree of trust and confidence.

(2) "Illegal drugs," as used in this clause, means controlled substances included in Schedules I and II, as defined by section 802(6) of title 21 of the United States Code, the possession of which is unlawful under chapter 13 of that Title. The term "illegal drugs" does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.

(b) The Contractor agrees to institute and maintain a program for achieving the objective of a drug-free work force. While this clause defines criteria for such a program, contractors are encouraged to implement alternative approaches comparable to the criteria in paragraph (c) that are designed to achieve the objectives of this clause.

(c) Contractor programs shall include the following, or appropriate alternatives:

(1) Employee assistance programs emphasizing high level direction, education, counseling, rehabilitation, and coordination with available community resources;

(2) Supervisory training to assist in identifying and addressing illegal drug use by Contractor employees;

(3) Provision for self-referrals as well as supervisory referrals to treatment with maximum respect for individual confidentiality consistent with safety and security issues;

(4) Provision for identifying illegal drug users, including testing on a controlled and carefully monitored basis. Employee drug testing programs shall be established taking account of the following:

(i) The Contractor shall establish a program that provides for testing for the use of illegal drugs by employees in sensitive positions. The extent of and criteria for such testing shall be determined by the Contractor based on considerations that include the nature of the work being performed under the contract, the employee's duties, and

efficient use of Contractor resources, and the risks to health, safety, or national security that could result from the failure of an employee adequately to discharge his or her position.

(ii) In addition, the Contractor may establish a program for employee drug testing--

(A) When there is a reasonable suspicion that an employee uses illegal drugs; or

(B) When an employee has been involved in an accident or unsafe practice;

(C) As part of or as a follow-up to counseling or rehabilitation for illegal drug use;

(D) As part of a voluntary employee drug testing program.

(iii) The Contractor may establish a program to test applicants for employment for illegal drug use.

(iv) For the purpose of administering this clause, testing for illegal drugs may be limited to those substances for which testing is prescribed by section 2.1 of subpart B of the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" (53 FR 11980 (April 11, 1988), issued by the Department of Health and Human Services.

(d) Contractors shall adopt appropriate personnel procedures to deal with employees who are found to be using drugs illegally. Contractors shall not allow any employee to remain on duty or perform in a sensitive position who is found to use illegal drugs until such times as the Contractor, in accordance with procedures established by the Contractor, determines that the employee may perform in such a position.

(e) The provisions of this clause pertaining to drug testing program shall not apply to the extent that are inconsistent with state or local law, or with an existing collective bargaining agreement; provided that with respect to the latter, the Contractor agrees those issues that are in conflict will be a subject of negotiation at the next collective bargaining session.

(End of clause)

252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)

(a) "Definitions".

As used in this clause --

(1) "Storage" means a non-transitory, semi-permanent or permanent holding, placement, or leaving of material. It does not include a temporary accumulation of a limited quantity of a material used in or a waste generated or resulting from authorized activities, such as servicing, maintenance, or repair of Department of Defense (DoD) items, equipment, or facilities.

(2) "Toxic or hazardous materials" means:

(i) Materials referred to in section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980 (42 U.S.C. 9601(14)) and materials designated under section 102 of CERCLA (42 U.S.C. 9602) (40 CFR part 302);

(ii) Materials that are of an explosive, flammable, or pyrotechnic nature; or

(iii) Materials otherwise identified by the Secretary of Defense as specified in DoD regulations.

(b) In accordance with 10 U.S.C. 2692, the Contractor is prohibited from storing or disposing of non-DoD-owned toxic or hazardous materials on a DoD installation, except to the extent authorized by a statutory exception to 10 U.S.C. 2692 or as authorized by the Secretary of Defense or his designee.

(End of clause)

252.225-7012 Preference for Certain Domestic Commodities (JUN 2004)

(a) Definitions. As used in this clause--

(1) Component means any item supplied to the Government as part of an end product or of another component.

(2) End product means supplies delivered under a line item of this contract.

(3) United States means the 50 States, the District of Columbia, and outlying areas.

(4) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The Contractor shall deliver under this contract only such of the following items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States:

(1) Food.

(2) Clothing.

(3) Tents, tarpaulins, or covers.

(4) Cotton and other natural fiber products.

(5) Woven silk or woven silk blends.

(6) Spun silk yarn for cartridge cloth.

(7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics.

(8) Canvas products.

(9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).

(10) Any item of individual equipment (Federal Supply Class 8465) manufactured from or containing fibers, yarns, fabrics, or materials listed in this paragraph (b).

(c) This clause does not apply--

(1) To items listed in section 25.104(a) of the Federal Acquisition Regulation (FAR), or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;

(2) To end products incidentally incorporating cotton, other natural fibers, or wool, for which the estimated value of the cotton, other natural fibers, or wool--

(i) Is not more than 10 percent of the total price of the end product; and (ii) Does not exceed the simplified acquisition threshold in FAR part 2;

- (3) To waste and byproducts of cotton or wool fiber for use in the production of propellants and explosives;
 - (4) To foods, other than fish, shellfish, or seafood, that have been manufactured or processed in the United States, regardless of where the foods (and any component if applicable) were grown or produced. Fish, shellfish, or seafood manufactured or processed in the United States and fish, shellfish, or seafood contained in foods manufactured or processed in the United States shall be provided in accordance with paragraph (d) of this clause;
 - (5) To chemical warfare protective clothing produced in the countries listed in subsection 225.872-1 of the Defense FAR Supplement; or
 - (6) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does apply to the synthetic or coated synthetic fabric itself), if--
 - (i) The fabric is to be used as a component of an end product that is not a textile product. Examples of textile products, made in whole or in part of fabric, include--
 - (A) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);
 - (B) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/findings/tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;
 - (C) Upholstered seats (whether for household, office, or other use); and
 - (D) Parachutes (Federal Supply Class 1670); or
 - (ii) The fibers and yarns are para-aramid fibers and yarns manufactured in the Netherlands.
 - (d)(1) Fish, shellfish, and seafood delivered under this contract, or contained in foods delivered under this contract--
 - (i) Shall be taken from the sea by U.S.-flag vessels; or
 - (ii) If not taken from the sea, shall be obtained from fishing within the United States; and
 - (2) Any processing or manufacturing of the fish, shellfish, or seafood shall be performed on a U.S.-flag vessel or in the United States.
- (End of clause)

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (APR 2003)

- (a) Definitions. As used in this provision--
 - (1) Foreign person means any person (including any individual, partnership, corporation, or other form of association) other than a United States person.
 - (2) United States person is defined in 50 U.S.C. App. 2415(2) and means--
 - (i) Any United States resident or national (other than an individual resident outside the United States who is employed by other than a United States person);
 - (ii) Any domestic concern (including any permanent domestic establishment of any foreign concern); and

(iii) Any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern.

(b) Certification. If the offeror is a foreign person, the offeror certifies, by submission of an offer, that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. 2407(a) prohibits a United States person from taking.

(End of provision)

252.227-7000 NON-ESTOPPEL. (OCT 1966)

The Government reserves the right at any time to contest the enforceability, validity, scope of, or the title to any patent or patent application herein licensed without waiving or forfeiting any right under this contract.

(End of clause)

252.227-7022 GOVERNMENT RIGHTS (UNLIMITED) (MAR 1979)

The Government shall have unlimited rights, in all drawings, designs, specifications, notes and other works developed in the performance of this contract, including the right to use same on any other Government design or construction without additional compensation to the Contractor. The Contractor hereby grants to the Government a paid-up license throughout the world to all such works to which he may assert or establish any claim under design patent or copyright laws. The Contractor for a period of three (3) years after completion of the project agrees to furnish the original or copies of all such works on the request of the Contracting Officer.

(End of clause)

252.227-7023 DRAWINGS AND OTHER DATA TO BECOME PROPERTY OF GOVERNMENT. (MAR 1979)

All designs, drawings, specifications, notes and other works developed in the performance of this contract shall become the sole property of the Government and may be used on any other design or construction without additional compensation to the Contractor. The Government shall be considered the "person for whom the work was prepared" for the purpose of authorship in any copyrightable work under 17 U.S.C. 201(b). With respect thereto, the Contractor agrees not to assert or authorize others to assert any rights nor establish any claim under the design patent or copyright laws. The Contractor for a period of three (3) years after completion of the project agrees to furnish all retained works on the request of the Contracting Officer. Unless otherwise provided in this contract, the Contractor shall have the right to retain copies of all works beyond such period.

(End of clause)

252.227-7033 RIGHTS IN SHOP DRAWINGS (APR 1966)

(a) Shop drawings for construction means drawings, submitted to the Government by the Construction Contractor, subcontractor or any lower-tier subcontractor pursuant to a construction contract, showing in detail (i) the proposed fabrication and assembly of structural elements and (ii) the installation (i.e., form, fit, and attachment details) of materials or equipment. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(b) This clause, including this paragraph (b), shall be included in all subcontracts hereunder at any tier.

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

When the allowability of costs under this contract is determined in accordance with part 31 of the Federal Acquisition Regulation (FAR), allowability shall also be determined in accordance with part 231 of the Defense FAR Supplement, in effect on the date of this contract.

(End of clause)

252.236-7000 MODIFICATION PROPOSALS - PRICE BREAKDOWN. (DEC 1991)

(a) The Contractor shall furnish a price breakdown, itemized as required and within the time specified by the Contracting Officer, with any proposal for a contract modification.

(b) The price breakdown --

(1) Must include sufficient detail to permit an analysis of profit, and of all costs for --

(i) Material;

(ii) Labor;

(iii) Equipment;

(iv) Subcontracts; and

(v) Overhead; and

(2) Must cover all work involved in the modification, whether the work was deleted, added, or changed.

(c) The Contractor shall provide similar price breakdowns to support any amounts claimed for subcontracts.

(d) The Contractor's proposal shall include a justification for any time extension proposed.

252.236-7008 CONTRACT PRICES - BIDDING SCHEDULES. (DEC 1991)

(a) The Government's payment for the items listed in the Bidding Schedule shall constitute full compensation to the Contractor for --

(1) Furnishing all plant, labor, equipment, appliances, and materials; and

(2) Performing all operations required to complete the work in conformity with the drawings and specifications.

(b) The Contractor shall include in the prices for the items listed in the Bidding Schedule all costs for work in the specifications, whether or not specifically listed in the Bidding Schedule.

252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

(End of clause)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including--

(1) Cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Information other than cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to----

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustment under an incentive provision of the contract.

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CLAUSES INCORPORATED BY FULL TEXT

52.0001-4001 CONTRACT ADMINISTRATION DATA

The Contract Administration Office for this contract subsequent to award is:

Department of the Army
Los Angeles District, Corps of Engineers
P.O. Box 532711
Los Angeles, California 90053-2325

ATTN: Julie Ayala
Telephone No: 213/452-3241

Payment will be made by:

USACE Finance Center
ATTN: CEFC-AO-P
5270 Integrity Drive
Millington, TN 38054-5005

Submit Invoices to:

Refer to Block No. 26 of the Standard Form 1442, "Solicitation, Offer and Award," which will be completed at the time of contract award.

AFARS 4.9002 Contract Reporting Requirements

'Reporting of Contractor Manpower Data Elements'

(a) Scope. The following sets forth contractual requirements for reporting of contractor labor work year equivalents (also called Contractor Man-year Equivalents (CMEs)) in support of the Army, pursuant to 10 U.S.C. 129a, 10 U.S.C. 2461(g), Section 343 of P.L. 106-65, and 32 CFR 668. Reporting shall be accomplished electronically by direct contractor submission to the secure Army Web Site: <https://contractormanpower.us.army.mil>. Information on the background, purposes, and significance of this reporting requirement, and the 32 CFR 668 Final Rule as published in the Federal Register, can be found at this Web Site. In addition, a Help Desk function, detailed instructions on what and how to report, FAQs, and a site demonstration are available. The Army's objective is to collect as much significant CME data as possible to allow accurate reporting to Congress and for effective Army planning. The reporting data elements should not be viewed as an "all or nothing" requirement. Even partial reporting, e.g., direct labor hours, appropriation data, place of performance, Army customer, etc., will be helpful.

(b) Applicability. This reporting requirement applies to services covered by Federal Supply Class or Service codes for "Research and Development," and "Other Services and Construction." Report submissions shall not contain classified information. (Also see "Exemptions" at (d) below.)

(c) Requirements. The contractor is required to report the following contractor manpower information, associated with performance of this contract action in support of Army requirements, for all covered contracts, to the

Office, Assistant Secretary of the Army (Manpower and Reserve Affairs) (ASA(M&RA)), using the secure Army data collection web-site at <https://contractormanpower.us.army.mil>. (Other information requirements associated with the manpower data collection (contract and task or delivery order numbers; appropriation data and amounts; total estimated value of contract; federal supply class or service code; major Army organizational element receiving or reviewing work; beginning and ending date for reporting period; place of performance: name, address, and point of contract for contractor; etc.) are specified and explained at the web site.)

(1) Labor Hours. Composite direct labor hours and the value of those hours. Composite Indirect labor hours associated with the reported direct hours, and the value of those indirect labor hours plus compensation related costs for direct labor hours ordinarily included in the indirect pools.¹

(2) Alternatively. Contractors may report two distinct, relevant (annualized) composite or average indirect labor rates in lieu of raw indirect labor hours and the value of those indirect hours. Such rates shall be annualized average estimates for the reporting contractor and need not be developed for each reporting period. Either method chosen should be consistently reported.

(d) Exemption(s). If the contractor is unable to comply with these reporting requirements without creating a whole new cost allocation system or system of records (such as a payroll accounting system), or due to similar insurmountable practical or economic reasons, the contractor may claim an exemption to at least a portion of the reporting requirement by certifying in writing to the Contracting Officer the clear underlying reason(s) for exemption from the specified report data element(s), and further certifying that they do not otherwise have to provide the exempted information, in any form, to the United States Government. The "self-exemption" will apply to all contract actions involving the contractor and will be reviewed and approved by the Deputy Assistant Secretary of the Army (Procurement), in coordination with the Deputy Assistant Secretary of the Army (Force Management and Resources), whose decision is final in this matter.

(e) Uses and Safeguarding of Information. The information submitted will be treated as contractor proprietary information when associated with a contractor name or contract number.

(f) Subcontract Data. The contractor shall ensure that all reportable subcontract data is timely reported to the data collection web site (citing this contract/order number). At the discretion of the prime contractor, this reporting may be done directly by subcontractors to the data collection site; or by the prime contractor after consolidating and rationalizing all significant data from their subcontractors.

(g) Report schedule. The contractor is required to report the required information to the ASA(M&RA) data collection web site generally contemporaneous with submission of a request for payment (for example, voucher, invoice, or request for progress payment), but not less frequently than quarterly, retroactive to October 1, 1999, or the start of the contract/order, whichever is later. Deviation from this schedule requires approval of the Contracting Officer.

(h) Reporting Flexibility. Contractors are encouraged to communicate with the Help Desk identified at the data collection web site to resolve reporting difficulties. The web site reporting pages include a "Remarks" field to accommodate non-standard data entries if needed to facilitate simplified reporting and to minimize reporting burdens arising out of unique circumstances. Changes to facilitate reporting may be authorized by the Contracting Officer or the Help Desk (under HQOA policy direction and oversight).

52.0028-4001 REQUIRED INSURANCE

¹ Compensation costs are defined in the reporting instructions at the Army Web Site

Insurance is required as follows:

- a. Either Workman's Compensation or Employer's Liability Insurance with a minimum limit of \$100,000.00.
- b. General Liability. The Contracting Officer shall require bodily injury liability insurance coverage written on the comprehensive form or policy of at least \$500,000.00 per occurrence.
- c. Automobile Liability Insurance for Bodily Injury and Property Damage with minimum limits of \$200,000.00 for injury or death of any one person; \$500,000.00 for each accident or occurrence of bodily injury liability; and \$20,000.00 for each accident or occurrence for property liability.
- d. In every case the insurance coverage shall amount to at least the limits stated above. However, where the Financial Responsibility Compulsory Insurance Law of the State in which the installation is located requires higher limits, the Automobile Liability Insurance Policy should provide coverage of at least those limits.

Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Office a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective until 10 days after written notice thereof to the Contracting Officer.

The Contractor agrees to insert the substance of this clause, including this paragraph, in all subcontracts

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 400 calendar days after receipt of Notice to Proceed. The Government may exercise any of the options at any time prior to contract completion. Should the Government exercise any option(s), it may, at any time prior to completion of all work under the basic contract and the exercised option(s) exercise the remaining option(s). Should the Government exercise Option 1 within 10 days of the required contract completion date, the required contract completion date shall be extended by 75 days. Should the Government exercise Option 2 within 10 days of the required contract completion date, the required contract completion date shall be extended by 140 days. Should the Government exercise Option 3 within 10 days of the required contract completion date, the required contract completion date shall be extended by 30 days. The time stated for completion shall include final cleanup of the premises.

End of clause)

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$2,754.00 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

52.211-13 TIME EXTENSIONS (SEP 2000)

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

(End of clause)

52.211-18 VARIATION IN ESTIMATED QUANTITY (APR 1984)

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgement of the Contracting Officer, is justified.

52.214-29 ORDER OF PRECEDENCE--SEALED BIDDING (JAN 1986)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

(End of clause)

52.219-16 Liquidated Damages-Subcontracting Plan (JAN 1999)

(a) Failure to make a good faith effort to comply with the subcontracting plan, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent

data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

(End of clause)

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

The below FY05 target goals reflect those assigned in the 13 October 2004 letter from the Department of Army Office of Small and Disadvantaged Business Utilization (DA OSADBU).

Prime Contract Awards	% of Total Contract Obligations
Small Business (SB)	41.3%
Small Disadvantaged Business (SDB)	15.8%
Women-Owned Small Business (WOSB)	5.6%
Historically Underutilized Business Zone Small Business (HUBZone)	7.5%
Service-Disabled Veteran-Owned Small Business (SDVOSB)	1.0% Stretch Goal: 3.0%
Historically Black Colleges & Universities/Minority Institutions (HBCU/MI)	13.9% (This % is based on % of total contract dollars obligated to Institutes of Higher Education (IHE).)
Subcontract Awards	% of Dollars Subcontracted by Large Prime Businesses
Small Business (SB)	50.9%
Small Disadvantaged Business (SDB)	8.8%
Women-Owned Small Business (WOSB)	7.2%
HUBZone Small Business	2.9%
Service-Disabled Veteran-Owned Small Business (SVOSB)	0.5%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract

Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is **Orange County, California**

(End of provision)

52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if--

- (a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government.
- (b) Any surety fails to furnish reports on its financial condition as required by the Government;
- (c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or
- (d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the Contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting officer has the right to immediately draw on the ILC.

(End of clause)

52.228-12 Prospective Subcontractor Requests for Bonds. (OCT 1995)

In accordance with Section 806(a)(3) of Pub. L. 102-190, as amended by Sections 2091 and 8105 of Pub. L. 103-355, upon the request of a prospective subcontractor or supplier offering to furnish labor or material for the performance of this contract for which a payment bond has been furnished to the Government pursuant to the Miller Act, the Contractor shall promptly provide a copy of such payment bond to the requester.

(End of clause)

52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)

(a) "Irrevocable letter of credit" (ILC), as used in this clause, means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Government (the beneficiary) of a written demand therefor. Neither the financial institution nor the offeror/Contractor can revoke or condition the letter of credit.

(b) If the offeror intends to use an ILC in lieu of a bid bond, or to secure other types of bonds such as performance and payment bonds, the letter of credit and letter of confirmation formats in paragraphs (e) and (f) of this clause shall be used.

(c) The letter of credit shall be irrevocable, shall require presentation of no document other than a written demand and the ILC (including confirming letter, if any), shall be issued/confirmed by an acceptable federally insured financial institution as provided in paragraph (d) of this clause, and--

(1) If used as a bid guarantee, the ILC shall expire no earlier than 60 days after the close of the bid acceptance period;

(2) If used as an alternative to corporate or individual sureties as security for a performance or payment bond, the offeror/Contractor may submit an ILC with an initial expiration date estimated to cover the entire period for which financial security is required or may submit an ILC with an initial expiration date that is a minimum period of one year from the date of issuance. The ILC shall provide that, unless the issuer provides the beneficiary written notice of non-renewal at least 60 days in advance of the current expiration date, the ILC is automatically extended without amendment for one year from the expiration date, or any future expiration date, until the period of required coverage is completed and the Contracting Officer provides the financial institution with a written statement waiving the right to payment. The period of required coverage shall be:

(i) For contracts subject to the Miller Act, the later of--

(A) One year following the expected date of final payment;

(B) For performance bonds only, until completion of any warranty period; or

(C) For payment bonds only, until resolution of all claims filed against the payment bond during the one-year period following final payment.

(ii) For contracts not subject to the Miller Act, the later of--

(A) 90 days following final payment; or

(B) For performance bonds only, until completion of any warranty period.

(d) Only federally insured financial institutions rated investment grade or higher shall issue or confirm the ILC. The offeror/Contractor shall provide the Contracting Officer a credit rating that indicates the financial institution has the required rating(s) as of the date of issuance of the ILC. Unless the financial institution issuing the ILC had letter of

credit business of less than \$25 million in the past year, ILCs over \$5 million must be confirmed by another acceptable financial institution that had letter of credit business of less than \$25 million in the past year.

(e) The following format shall be used by the issuing financial institution to create an ILC:

[Issuing Financial Institution's Letterhead or Name and Address]

Issue Date _____

IRREVOCABLE LETTER OF CREDIT NO. _____

Account party's name _____

Account party's address _____

For Solicitation No. _____ (for reference only)

TO: [U.S. Government agency]

[U.S. Government agency's address]

1. We hereby establish this irrevocable and transferable Letter of Credit in your favor for one or more drawings up to United States \$ _____. This Letter of Credit is payable at [issuing financial institution's and, if any, confirming financial institution's] office at [issuing financial institution's address and, if any, confirming financial institution's address] and expires with our close of business on _____, or any automatically extended expiration date.

2. We hereby undertake to honor your or the transferee's sight draft(s) drawn on the issuing or, if any, the confirming financial institution, for all or any part of this credit if presented with this Letter of Credit and confirmation, if any, at the office specified in paragraph 1 of this Letter of Credit on or before the expiration date or any automatically extended expiration date.

3. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one year from the expiration date hereof, or any future expiration date, unless at least 60 days prior to any expiration date, we notify you or the transferee by registered mail, or other receipted means of delivery, that we elect not to consider this Letter of Credit renewed for any such additional period. At the time we notify you, we also agree to notify the account party (and confirming financial institution, if any) by the same means of delivery.

4. This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall be only at the written direction of the Government (the beneficiary) in a form satisfactory to the issuing financial institution and the confirming financial institution, if any.

5. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [state of confirming financial institution, if any, otherwise state of issuing financial institution].

6. If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

[Issuing financial institution]

(f) The following format shall be used by the financial institution to confirm an ILC:

[Confirming Financial Institution's Letterhead or Name and Address]

(Date) _____

Our Letter of Credit Advice Number _____

Beneficiary: _____ [U.S. Government agency]

Issuing Financial Institution: _____

Issuing Financial Institution's LC No.: _____

Gentlemen:

1. We hereby confirm the above indicated Letter of Credit, the original of which is attached, issued by _____ [name of issuing financial institution] for drawings of up to United States dollars _____/U.S. \$_____ and expiring with our close of business on _____ [the expiration date], or any automatically extended expiration date.

2. Draft(s) drawn under the Letter of Credit and this Confirmation are payable at our office located at _____.

3. We hereby undertake to honor sight draft(s) drawn under and presented with the Letter of Credit and this Confirmation at our offices as specified herein.

4. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this confirmation that it be deemed automatically extended without amendment for one year from the expiration date hereof, or any automatically extended expiration date, unless:

(a) At least 60 days prior to any such expiration date, we shall notify the Contracting Officer, or the transferee and the issuing financial institution, by registered mail or other receipted means of delivery, that we elect not to consider this confirmation extended for any such additional period; or

(b) The issuing financial institution shall have exercised its right to notify you or the transferee, the account party, and ourselves, of its election not to extend the expiration date of the Letter of Credit.

5. This confirmation is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [state of confirming financial institution].

6. If this confirmation expires during an interruption of business of this financial institution as described in Article 17 of the UCP, we specifically agree to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

[Confirming financial institution]

(g) The following format shall be used by the Contracting Officer for a sight draft to draw on the Letter of Credit:

SIGHT DRAFT

[City, State]

(Date) _____

[Name and address of financial institution]

Pay to the order of _____ [Beneficiary Agency] _____ the sum of United States \$ _____.
This draft is drawn under Irrevocable Letter of Credit No. _____.

[Beneficiary Agency]

By: _____

(End of clause)

52.228-15 Performance and Payment Bonds--Construction (JUL 2000)-

(a) Definitions. As used in this clause--

Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds. Unless the resulting contract price is \$100,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment Bonds (Standard Form 25-A). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection. (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW, 2nd Floor, West Wing, Washington, DC 20227.

(e) Notice of subcontractor waiver of protection (40 U.S.C. 270b(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

52.231-5000 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE MAR 1995)—EFARS

(a) This clause does not apply to terminations. See 52.249-5000, Basis for Settlement of Proposals and FAR Part 49.

(b) Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule, Region _____. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.

(c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

(d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

(End of clause)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a

proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least thirty-five percent (35%) of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

52.236-4 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by surveys, test borings and auger borings.

(b) Weather conditions – The contractor shall satisfy himself/herself as to the hazards likely to arise from weather conditions.

(c) Transportation facilities – The contractor shall investigate the conditions of existing public and private roads and clearances, restrictions, bridge load limits and other limitations affecting transportation and ingress and egress at the job sites. The unavailability of transportation facilities or limitations thereof shall not become a basis for claims against the Government or extensions of time for completion of work.

(d) N/A

(End of clause)

52.236-16 QUANTITY SURVEYS (APR 1984)

(a) Quantity surveys shall be conducted, and the data derived from these surveys shall be used in computing the quantities of work performed and the actual construction completed and in place.

(b) The Government shall conduct the original and final surveys and make the computations based on them. The Contractor shall conduct the surveys for any periods for which progress payments are requested and shall make the computations based on these surveys. All surveys conducted by the Contractor shall be conducted under the direction of a representative of the Contracting Officer, unless the Contracting Officer waives this requirement in a specific instance.

(c) Promptly upon completing a survey, the Contractor shall furnish the originals of all field notes and all other records relating to the survey or to the layout of the work to the Contracting Officer, who shall use them as necessary to determine the amount of progress payments. The Contractor shall retain copies of all such material furnished to the Contracting Officer.

(End of clause)

52.236-17 LAYOUT OF WORK (APR 1984)

The Contractor shall lay out its work from Government established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

(End of clause)

52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by," or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown," "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed".

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data,

and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor.

(End of clause)

52.0236-4001 PLANT AND MATERIAL REMOVAL AFTER CONTRACT TERMINATION (MAR 1996)
EFARS 52.236-5000

Should this contract be terminated as provided in clause 52.232-5001 because of the failure of Congress to provide additional funds for its completion, the contractor may be permitted to remove plant and material on which payments for preparatory work have been made, subject to an equitable deduction from the amounts due the contractor to reimburse the United States for the unabsorbed value of such plant and material.

(End of clause)

52.248-3 VALUE ENGINEERING--CONSTRUCTION (FEB 2000)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any instant contract savings realized from accepted VECP's, in accordance with paragraph (f) below.

(b) Definitions. "Collateral costs," as used in this clause, means agency costs of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.

"Instant contract savings," as used in this clause, means the estimated reduction in Contractor cost of performance resulting from acceptance of the VECP, minus allowable Contractor's development and implementation costs, including subcontractors' development and implementation costs (see paragraph (h) below).

"Value engineering change proposal (VECP)" means a proposal that--

- (1) Requires a change to this, the instant contract, to implement; and
- (2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics; provided, that it does not involve a change--
 - (i) In deliverable end item quantities only; or
 - (ii) To the contract type only.
- (c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (7) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:
 - (1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.
 - (2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.
 - (3) A separate, detailed cost estimate for
 - (i) the affected portions of the existing contract requirement and
 - (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) below.
 - (4) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.
 - (5) A prediction of any effects the proposed change would have on collateral costs to the agency.
 - (6) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.
 - (7) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Resident Engineer at the worksite, with a copy to the Contracting Officer.

(e) Government action.

(1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause. The Contracting Officer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor a notice to proceed with the change. Until a notice to proceed is issued or a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing.

(1) Rates. The Government's share of savings is determined by subtracting Government costs from instant contract savings and multiplying the result by

(i) 45 percent for fixed-price contracts or

(ii) 75 percent for cost-reimbursement contracts.

(2) Payment. Payment of any share due the Contractor for use of a VECP on this contract shall be authorized by a modification to this contract to--

(i) Accept the VECP;

(ii) Reduce the contract price or estimated cost by the amount of instant contract savings; and

(iii) Provide the Contractor's share of savings by adding the amount calculated to the contract price or fee.

(g) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount by 20 percent of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer is the sole determiner of the amount of collateral savings.

(h) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$50,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) above, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that these payments shall not reduce the Government's share of the savings resulting from the VECP.

(i) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering-- Construction clause of contract, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations." If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

52.249-5000 BASIS FOR SETTLEMENT OF PROPOSALS

Actual costs will be used to determine equipment costs for a settlement proposal submitted on the total cost basis under FAR 49.206-2(b). In evaluating a terminations settlement proposal using the total cost basis, the following principles will be applied to determine allowable equipment costs:

- (1) Actual costs for each piece of equipment, or groups of similar serial or series equipment, need not be available in the contractor's accounting records to determine total actual equipment costs.
 - (2) If equipment costs have been allocated to a contract using predetermined rates , those charges will be adjusted to actual costs.
 - (3) Recorded job costs adjusted for unallowable expenses will be used to determine equipment operating expenses.
 - (4) Ownership costs (depreciation) will be determined using the contractor's depreciation schedule (subject to the provisions of FAR 31.205-11).
 - (5) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the contractor charges these costs directly to contracts, they will be recovered through the indirect expense rate.
- (End of Clause)

252.236-7001 CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

- (1) Large-scale drawings shall govern small-scale drawings; and

(2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

See Drawing List

(End of clause)

252.236-7002 OBSTRUCTION OF NAVIGABLE WATERWAYS. (DEC 1991)

(a) The Contractor shall --

(1) Promptly recover and remove any material, plant, machinery, or appliance which the contractor loses, dumps, throws overboard, sinks, or misplaces, and which, in the opinion of the Contracting Officer, may be dangerous to or obstruct navigation;

(2) Give immediate notice, with description and locations of any such obstructions, to the Contracting Officer; and

(3) When required by the Contracting Officer, mark or buoy such obstructions until the same are removed.

(b) The Contracting Officer may --

(1) Remove the obstructions by contract or otherwise should the Contractor refuse, neglect, or delay compliance with paragraph (a) of this clause; and

(2) Deduct the cost of removal from any monies due or to become due to the Contractor; or

(3) Recover the cost of removal under the Contractor's bond.

(c) The Contractor's liability for the removal of a vessel wrecked or sunk without fault or negligence is limited to that provided in sections 15, 19, and 20 of the River and Harbor Act of March 3, 1899 (33 U.S.C. 410 et. seq.).

252.236-7004 PAYMENT FOR MOBILIZATION AND DEMOBILIZATION (DEC 1991)

(a) The Government will pay all costs for the mobilization and demobilization of all of the Contractor's plant and equipment at the contract lump sum price for this item.

(1) 60 percent of the lump sum price upon completion of the contractor's mobilization at the work site.

(2) The remaining 40 percent upon completion of demobilization.

(b) The Contracting Officer may require the Contractor to furnish cost data to justify this portion of the bid if the Contracting Officer believes that the percentages in paragraphs (a) (1) and (2) of this clause do not bear a reasonable relation to the cost of the work in this contract.

(1) Failure to justify such price to the satisfaction of the Contracting Officer will result in payment, as determined by the Contracting Officer, of --

- (i) Actual mobilization costs at completion of mobilization;
- (ii) Actual demobilization costs at completion of demobilization; and
- (iii) The remainder of this item in the final payment under this contract.

(2) The Contracting Officer's determination of the actual costs in paragraph (b)(1) of this clause is not subject to appeal.

252.247-7023 Transportation of Supplies by Sea (MAY 2002)

(a) Definitions. As used in this clause --

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL		_____

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

General Decision Number: CA030035 07/22/2005 CA35

Superseded General Decision Number: CA020035

State: California

Construction Types: Building, Heavy (Heavy, and Dredging) and Highway

County: Orange County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	06/13/2003
1	01/30/2004
2	03/05/2004
3	04/02/2004
4	05/21/2004
5	07/16/2004
6	08/27/2004
7	10/08/2004
8	01/14/2005
9	01/28/2005
10	02/11/2005
11	04/08/2005
12	04/22/2005
13	06/17/2005
14	07/22/2005

* ASBE0005-002 08/01/2004

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems)...	\$ 34.06	9.84

* ASBE0005-004 01/01/2004

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)...	\$ 15.75	2.55

* BRCA0004-010 05/01/2005

	Rates	Fringes
Bricklayer; Marble Setter.....	\$ 30.46	8.40

* BRCA0018-007 09/01/2004		

	Rates	Fringes
Marble Finisher.....	\$ 20.70	5.81
Tile Finisher.....	\$ 17.25	5.16
Tile Layer.....	\$ 27.50	9.37

* BRCA0018-010 09/01/2004		

	Rates	Fringes
Terrazzo Finisher.....	\$ 21.89	7.76
Terrazzo Worker.....	\$ 29.13	7.76

* CARP0409-001 07/01/2005		

	Rates	Fringes
Carpenters:		
(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer.....	\$ 31.71	8.47
(2) Millwright.....	\$ 32.21	8.47
(3) Piledriver/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....	\$ 31.84	8.47
(4) Pneumatic Nailer, Power Stapler.....	\$ 31.96	8.47
(5) Sawfiler.....	\$ 31.79	8.47
(6) Scaffold Builder.....	\$ 25.01	8.47
(7) Table Power Saw Operator.....	\$ 31.81	8.47

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): \$0.13 per hour additional. Certified Welder - \$1.00 per hour premium.

* CARP0409-005 07/01/2005		
	Rates	Fringes
Drywall		
INSTALLERS.....	\$ 31.71	8.47
STOCKER/SCRAPPER.....	\$ 10.00	5.96

* ELEC0011-002 12/01/2004

COMMUNICATIONS AND SYSTEMS WORK

	Rates	Fringes
Communications System		
Installer.....	\$ 23.08	3%+7.15
Technician.....	\$ 24.88	3%+7.15

SCOPE OF WORK:

Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, fire alarm (see last paragraph below) and low voltage master clock systems in commercial buildings. Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems. Does not cover work performed at China Lake Naval Ordnance Test Station. Fire alarm work shall be performed at the current inside wireman total cost package.

* ELEC0440-001 06/03/2003

	Rates	Fringes
Cable splicer.....	\$ 30.63	3%+9.76
Electrician.....	\$ 30.13	3%+9.76

ZONE PAY: Zone A: Free travel zone for all contractors performing work in Zone A.

Zone B: Any work performed in Zone (B) shall add \$8.00 per hour to the current wage scale. Zone (B) shall be the area from the eastern perimeter of Zone (A) to a line which runs north and south beginning at Little Morongo Canyon (San Bernardino/Riverside County Line), Southeast along the Coachella Tunnels, Colorado River Aqueduct and Mecca Tunnels to Pinkham Wash the South to Box Canyon Road, then southwest along Box Canyon Road to Highway 195 west onto 195 south to Highway 86 to Riverside/Imperial County Line.

* ELEC1245-001 01/01/2005

	Rates	Fringes
Line Construction		
(1) Lineman; Cable splicer..	\$ 35.01	3.75%+9.93
(2) Equipment specialist		
(operates crawler		

tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), and overhead and underground distribution line equipment).....	\$ 29.76	3.75%+9.25
(3) Groundman.....	\$ 22.76	3.75%+9.25
(4) Powderman.....	\$ 33.27	3.75%+9.29

* ELEV0018-001 01/01/2005

	Rates	Fringes
Elevator Mechanic.....	\$ 38.22	12.015

FOOTNOTE:

Vacation Pay: 8% with 5 or more years of service, 6% for 6 months to 5 years service. Paid Holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Friday after, and Christmas Day.

* ENGI0012-003 07/01/2005

	Rates	Fringes
Power Equipment Operators (Cranes, Piledriving & Hoisting)		
GROUP 1.....	\$ 31.45	14.95
GROUP 2.....	\$ 32.23	14.95
GROUP 3.....	\$ 32.52	14.95
GROUP 4.....	\$ 32.66	14.95
GROUP 5.....	\$ 32.88	14.95
GROUP 6.....	\$ 32.99	14.95
GROUP 7.....	\$ 33.11	14.95
GROUP 8.....	\$ 33.28	14.95
GROUP 9.....	\$ 33.45	14.95
GROUP 10.....	\$ 34.45	14.95
GROUP 11.....	\$ 35.45	14.95
GROUP 12.....	\$ 36.45	14.95
GROUP 13.....	\$ 37.45	14.95
Power Equipment Operators (Tunnel Work)		
GROUP 1.....	\$ 32.73	14.95
GROUP 2.....	\$ 33.02	14.95
GROUP 3.....	\$ 33.16	14.95
GROUP 4.....	\$ 33.38	14.95
GROUP 5.....	\$ 33.49	14.95
GROUP 6.....	\$ 33.61	14.95
GROUP 7.....	\$ 33.91	14.95
Power Equipment Operators		
GROUP 1.....	\$ 30.10	14.95
GROUP 2.....	\$ 30.88	14.95
GROUP 3.....	\$ 31.17	14.95
GROUP 4.....	\$ 32.16	14.95
GROUP 5.....	\$ 33.76	14.95
GROUP 6.....	\$ 32.88	14.95
GROUP 7.....	\$ 33.98	14.95
GROUP 8.....	\$ 32.99	14.95

GROUP 9.....	\$ 34.09	14.95
GROUP 10.....	\$ 33.11	14.95
GROUP 11.....	\$ 34.21	14.95
GROUP 12.....	\$ 33.28	14.95
GROUP 13.....	\$ 33.38	14.95
GROUP 14.....	\$ 33.41	14.95
GROUP 15.....	\$ 33.49	14.95
GROUP 16.....	\$ 33.61	14.95
GROUP 17.....	\$ 33.78	14.95
GROUP 18.....	\$ 33.88	14.95
GROUP 19.....	\$ 33.99	14.95
GROUP 20.....	\$ 34.11	14.95
GROUP 21.....	\$ 34.28	14.95
GROUP 22.....	\$ 34.38	14.95
GROUP 23.....	\$ 34.49	14.95
GROUP 24.....	\$ 34.61	14.95
GROUP 25.....	\$ 34.78	14.95

FOOTNOTES:

PREMIUM PAY of \$3.75 per hour shall be paid on all power equipment operator work at Camp Pendleton, Point Arguello, and Vandenburg AFB.

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (side steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway

signalman; Horizontal Directional Drilling Machine; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator (including water wells); Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 7: Welder - General

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (guniting work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or

similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar

and similar type, over 50 cu. yds. struck); Rubber-tired self-loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote-control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine

operator; Heading shield operator; Heavy-duty repairperson;
 Loader operator (Athey, Euclid, Sierra and similar types);
 Mucking machine operator (1/4 yd., rubber-tired, rail or
 track type); Pneumatic concrete placing machine operator
 (Hackley-Presswell or similar type); Pneumatic heading
 shield (tunnel); Pumpcrete gun operator; Tractor compressor
 drill combination operator; Tugger hoist operator (2 drum);
 Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

 * ENGI0012-004 08/01/2004

	Rates	Fringes
Power equipment operators:		
(DREDGING)		
(1) Leverman.....	\$ 36.60	14.55
(2) Dredge dozer.....	\$ 32.13	14.55
(3) Deckmate.....	\$ 32.02	14.55
(4) Winch operator (stern winch on dredge).....	\$ 31.47	14.55
(5) Fireman; Deckhand and Bargeman.....	\$ 30.93	14.55
(6) Barge Mate.....	\$ 31.54	14.55

 * IRON0002-004 07/01/2004

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 27.02	14.74
Ornamental, Reinforcing and Structural.....	\$ 27.91	14.74

PREMIUM PAY:

\$3.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval
 Reserve-Niland,
 Edwards AFB, Fort Irwin Military Station, Fort Irwin Training
 Center-Goldstone, San Clemente Island, San Nicholas Island,
 Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine
 Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$2.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base,
 Naval Post Graduate School - Monterey, Yermo Marine Corps
 Logistics Center

\$1.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

 * LABO0300-003 07/01/2004

	Rates	Fringes
Laborer: Gunite		
GROUP 1.....	\$ 22.84	15.71
GROUP 2.....	\$ 21.89	15.71
GROUP 3.....	\$ 18.35	15.71
Laborer: Tunnel		
GROUP 1.....	\$ 23.57	12.19
GROUP 2.....	\$ 23.89	12.19
GROUP 3.....	\$ 24.35	12.19
GROUP 4.....	\$ 25.04	12.19
Laborers:		
GROUP 1.....	\$ 20.60	12.13
GROUP 2.....	\$ 21.15	12.13
GROUP 3.....	\$ 21.70	12.13
GROUP 4.....	\$ 23.25	12.13
GROUP 5.....	\$ 23.60	12.13

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0" above base level and which work must be performed in whole or in part more than 75'-0" above base level, that work performed above the 75'-0" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine

grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form

of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Bull gang mucker, track person; Changehouse person; Concrete crew, including rodder and spreader; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.); Vibrator person, jack hammer, pneumatic tools (except driller)

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Nozzle person and rod person

GROUP 2: Gun person

GROUP 3: Rebound person

* LABO0882-002 01/01/2005

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 22.50	10.10

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

* LABO1184-001 07/01/2004

	Rates	Fringes
Laborers:		
STRIPING/SLURRY SEAL		
GROUP 1.....	\$ 22.16	10.39
GROUP 2.....	\$ 23.41	10.39
GROUP 3.....	\$ 25.34	10.39
GROUP 4.....	\$ 27.01	10.39

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

* PAIN0036-001 07/01/2005

	Rates	Fringes
Painters:		
(1) Repaint Including Lead		
Abatement.....	\$ 23.40	7.49
(2) All Other Work:.....	\$ 26.67	7.49

REPAINT of any structure with the exception of work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities, tenant improvement work not included in conjunction with the construction of the building and all repainting of tenant improvement projects.

* PAIN0036-008 10/01/2004

	Rates	Fringes
Drywall Finisher.....	\$ 27.58	9.73

* PAIN0036-015 06/01/2004

	Rates	Fringes
Glazier.....	\$ 30.20	10.55

FOOTNOTE: Additional \$1.25 per hour for work in a condo,
from the third (3rd) floor and up Additional \$1.25 per
hour for work on the outside of the building from a swing
state or any suspended contrivance, from the ground up

* PAIN1247-002 05/01/2005

	Rates	Fringes
Soft Floor Layer.....	\$ 28.05	7.45

* PLAS0200-009 01/01/2005

	Rates	Fringes
Plasterer.....	\$ 28.29	7.46

* PLAS0500-002 07/01/2005

	Rates	Fringes
Cement Mason.....	\$ 25.00	15.33

* PLUM0250-002 03/01/2005

	Rates	Fringes
Refrigeration Mechanic Refrigeration Fitter.....	\$ 33.30	12.70

* PLUM0345-001 07/01/2004

	Rates	Fringes
Landscape & Irrigation Fitter..	\$ 24.23	10.60
Sewer & Storm Drain Work....	\$ 21.06	10.98

* ROOF0036-002 09/01/2004

	Rates	Fringes
Roofer (including Built Up, Composition and Single Ply)....	\$ 26.25	7.17

FOOTNOTE: Pitch premium: Work on which employees are exposed
to pitch fumes or required to handle pitch, pitch base or
pitch impregnated products, or any material containing coal
tar pitch, the entire roofing crew shall receive \$1.75 per
hour "pitch premium" pay.

* SFCA0669-008 01/01/2005

DOES NOT INCLUDE SAN CLEMENTE ISLAND, THE CITY OF SANTA ANA,
AND THAT PART OF ORANGE COUNTY WITHIN 25 MILES OF THE CITY
LIMITS OF LOS ANGELES:

	Rates	Fringes
Sprinkler Fitter, Fire.....	\$ 27.75	12.25

* SFCA0709-003 01/01/2004		

SAN CLEMENTE ISLAND, THE CITY OF SANTA ANA, AND THAT PART OF
ORANGE COUNTY WITHIN 25 MILES BEYOND THE CITY LIMITS OF LOS
ANGELES:

	Rates	Fringes
Sprinkler Fitter, Fire.....	\$ 31.68	15.15

* SHEE0105-003 02/01/2005		

INYO, KERN (Northeast part, East of Hwy 395), LOS ANGELES
(Including Pomona, Claremont, Catalina Island, Long Beach and
area South of Imperial highway and East of the Los Angeles
River), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

	Rates	Fringes
Sheet metal worker		
(1) Commercial - New		
Construction and Remodel		
work.....	\$ 31.24	13.82
(2) Industrial work		
including air pollution		
control systems, noise		
abatement, hand rails,		
guard rails, excluding		
aritechatural sheet metal		
work, excluding A-C,		
heating, ventilating		
systems for human comfort...	\$ 27.83	17.62

* TEAM0011-002 07/01/2004		

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 23.24	13.44
GROUP 2.....	\$ 23.39	13.44
GROUP 3.....	\$ 23.52	13.44
GROUP 4.....	\$ 23.71	13.44
GROUP 5.....	\$ 23.65	13.44
GROUP 6.....	\$ 23.77	13.44
GROUP 7.....	\$ 24.02	13.44
GROUP 8.....	\$ 24.27	13.44
GROUP 9.....	\$ 24.47	13.44
GROUP 10.....	\$ 24.77	13.44
GROUP 11.....	\$ 25.27	13.44

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB,
Fort Irwin, George AFB, Marine Corps Logistics Base at Nebo
& Yermo, Mountain Warfare Training Center, Bridgeport,
Point Arguello, Point Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person (\$0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be

prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations

Wage and Hour Division

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

SECTION TABLE OF CONTENTS

DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01200

GENERAL REQUIREMENTS

02/99

PART 1 GENERAL

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SECTION 01200

GENERAL REQUIREMENTS
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PART 1 GENERAL

1.1 APPLICABLE PUBLICATIONS

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

CODE OF FEDERAL REGULATIONS (CFR/NATIONAL ARCHIVES AND RECORDS
ADMINISTRATION (NARA))

CFR 29	Part 1926	Safety and Health Regulations for Construction
CFR 33	Part 80	Colregs Demarcation Lines
CFR 33	Part 156	Oil and Hazardous Material Transfer Operations

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1	(2003) U.S. Army Corps of Engineers Safety and Health Requirements Manual
ER 415-1-5-89	Construction Time Extensions for Weather

DEPARTMENT OF COMMERCE (DOC)

DOC PS 1	(1983) Construction and Industrial Plywood
DOC PS 20-70	American Softwood Lumber Standard

NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY (NIST)

NIST PS 20	(1994; Addenda Jan. 1997) American Softwood Lumber Standards
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Federal Specifications (FS)

FS FF-B-575	(Rev C) Bolts, Hexagon and Square
FS FF-N-105	(Rev B; Int Am 4) Nails, Brads, Staples and Spikes: Wire, Cut and Wrought
FS FF-N-836	(Rev D; Am 2) Nut: Square, Hexagon, Cap, Slotted, Castle, Knurled, Welding and Single Ball Seat
FS TT-E-529	(Rev D) Enamel, Alkyd, Semi-Gloss
FS TT-P-25	(Rev E; Am 2) Primer Coating, Exterior (Undercoat for Wood, Ready-Mixed, White

and Tints)

CALIFORNIA OCCUPATIONAL SAFETY AND HEALTH REGULATIONS

Title 8 Regulations

California Occupational Safety and Health
Regulations

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will perform additional review of the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Contracting Officer's Trailer Floor Plan; G

Site Safety Health Plan/Accident Prevention Plan (APP); G

Activity Hazards Safety Analysis; G

Work and Storage Area Plan; G

Dock Area Plan; G

Access and Hauls Road Plans; G

Pacific Coast Highway Bridge Protection; G

SD-05 Design Data

Progress Aerial Photographs

SD-11 Closeout Submittals

As-Built plans

1.3 PROJECT FACILITIES

1.3.1 General

The Contractor shall construct and erect project and hard hat signs and a bulletin board at the respective locations designated by the Contracting Officer. The signs shall conform to the requirements included at the end of this section. Signs shall be erected as soon as possible and within 10 days after commencement of work for this contract.

1.3.2 Construction Signs

1.3.2.1 Materials

Lumber shall conform to DOC PS 20-70, and shall be seasoned Douglas Fir, S4S, Grade D or better except that posts, braces and spacers shall be construction Grade (WCLB).

Plywood shall conform to DOC PS 1, Grade AC, Group 1, Exterior.

Bolts, Nuts and Nails. Bolts and nuts shall be galvanized conform to FS FF-B-575 and to FS FF-N-836. Nails shall conform to FS FF-N-105.

Paints and Oils. Paints shall conform to FS TT-P-25 for primer and FS TT-E-529 for finish paint and lettering.

1.3.2.2 Execution

The following signs shall be erected:

Seven (7) Project Signs at the following locations, subject to change as designated by the Contracting Officer:

1. Staging Area
2. Northstar Beach Wetland Restoration (if awarded)
3. Shellmaker Island Wetland Restoration
4. 23rd Street Wetland Restoration
5. Bullnose West Wetland Restoration
6. Back Bay Drive at San Joaquin Hills Road
7. Back Bay Drive at Jamboree Road

Five (5) hard hat signs at the following locations, subject to change as designated by the Contracting Officer:

1. Staging Area
2. Northstar Beach Wetland Restoration (if awarded)
3. Shellmaker Island Wetland Restoration
4. 23rd Street Wetland Restoration
5. Bullnose West Wetland Restoration

Project and hard hat signs shall be constructed as detailed in Figures 1, 2, and 3. Decals for hard hat signs will be furnished by the Contracting Officer.

Signs shall be constructed of plywood not less than 12mm thick and shall be securely bolted to the supports with the bottom of the sign face 900 mm above the ground. The sign face shall be 600 X 1200 mm, all letters shall be 100 mm in height.

All exposed surfaces and edges of plywood shall be given one coat of linseed oil and be wiped prior to applying primer. All exposed surfaces of signs and supports shall be given one coat of primer and 2 finish coats of white paint. Except as otherwise indicated, lettering on all signs shall be black and sized as indicated.

1.3.3 Bulletin Board at the Contractor's office

A weatherproof bulletin board, approximately 900 mm wide and 760 mm high, with hinged glass door shall be provided adjacent to or mounted on the Contractor's project office. If adjacent to the office, the bulletin board shall be securely mounted on no less than 2 posts. Bulletin board and posts shall be painted or have other approved factory finish. The bulletin board shall be easily accessible at all times and shall contain wage rates, equal opportunity notice, and such other items required to be posted.

1.3.4 Maintenance and Disposal

The Contractor shall maintain the signs in good condition throughout the life of the project. Signs shall remain the property of the Contractor and upon completion of the project they shall be removed from the site.

1.4 CONTRACTING OFFICER'S FACILITY

The Contractor shall provide a facility for the Contracting Officer's Representative in accordance with the following description. The Contractor shall submit the Contracting Officer's Trailer Floor Plan for Contracting Officer's approval prior to supplying the facility.

1.4.1 Trailer

The Contractor shall provide a fully enclosed secured office 3.6 m x 18.3 m (12 ft. x 60 ft.) trailer within the Contractor's staging area as directed by the Contracting Officer. All utilities (including electrical, water, sewage, telephone, and data line) shall be connected, installed and maintained for the trailer. Portable or fixed Heating, Ventilating and Air Conditioning (HVAC) shall be provided with regular maintenance per manufacturer's recommendation. Water and sanitary facilities shall be located within the trailer. The trailer is to be partitioned using full partition walls approximately as follows: 3.6 m x 6.1 m (12 ft x 20 ft) for one office for two people; 3.6 m x 1.5 m (12 ft x 5 ft) for two (2) restrooms, one women's and one men's; and 3.6 m x 10.7 m (12 ft x 35 ft) for conference room for 15 people. Septic tank may be substituted should connection to local sewer line not be available. An adequate supply of cooled bottled drinking water shall be furnished and maintained. Janitorial service for the trailer shall be provided three (3) times per week (Monday, Wednesday and Friday). All windows and doors are to be provided with security bars or grates.

1.4.2 Furniture and Equipment

The following furniture and equipment shall be provided and maintained:

- 3 ea Telephone line and service
- 1 ea Facsimile line and service
- 3 ea Data lines and service
- 3 ea Telephones (2 for desk areas, 1 speaker for conference area)
- 1 ea Combined Fax/Copier Machine, Plain paper
- 2 ea Desk, 1m by 1.6m
- 2 ea Wheeled desk chairs, with arm rests
- 2 ea Folding table, 0.76 m by 1.83 m (2.5 ft by 6 ft)
- 15 ea Folding or stack chairs
- 2 ea File cabinets, minimum 4 drawer, legal-size, lockable
- 2 ea Book case, 5 shelves
- 2 ea Dry-Erase Marker Board, 0.91 m high by 1.22 m wide (3 ft high by 4 ft wide)
- 1 ea Compact refrigerator
- 1 ea Microwave oven

1.4.3 Location and Parking

The trailer and parking shall be located in the Contractor's staging area. The staging area shall be fenced with at least 6-foot high chain link fence and gate. The gate shall be secured at all times. Open parking space for 6 vehicles shall be located conveniently to the office. The fenced area shall be sufficient size to permit ease in the parking of vehicles. Automatic Security lighting is to be provided around the office trailer and parking area. The security lighting shall come on just before dusk and shut off at first morning light. The cost for sewer, water, power, telephone, facsimile and data line usage will be the responsibility of the Contractor except that the Contractor will be reimbursed for any long

distance telephone charges not related to the project.

1.4.4 Occupancy

The Contracting Officer's Facility shall be available for occupancy within 30 days of the Notice to Proceed and shall remain until 10 days prior to contract completion date, unless otherwise approved.

1.4.5 Maintenance and Disposal of Project Facilities

The Contractor shall maintain the project facilities in good condition throughout the life of the project. Upon completion of the work under this contract the facilities covered under this section shall remain the property of the Contractor and shall be removed from the site at his expense.

1.4.6 Quality Assurance Boat

The contractor shall furnish one (1) boat for use by Government personnel during the contract period. The boat shall be a new, PAK-MAN or Boston Whaler or equal, eighteen (18) to twenty (20) feet in length, made of Unsinkable Unibond TM. The boat shall be equipped with a central hydraulic steering console, with VHF radio. One outboard motor, 4-cycle, 75 horsepower, shall be provided with the boat. The outboard will have automatic ignition. Throttle and key ignition shall be located on the console. Boat shall be equipped with two (2) fifteen gallon fuel tanks. The boat shall be fitted with rubber fendering and come equipped with fenders, anchor, adequate tie-off lines, boat hook, life ring, oars, canopy, and fire extinguisher. The boat shall be suitable for the intended purpose and shall remain the property of the Contractor and be removed from the site at the completion of the contract.

1.4.6.1 Delivery

The contractor shall deliver the boat within thirty (30) days after receipt of the Notice to Proceed and shall provide docking facility for the boat within the project area for the duration of the contract.

1.4.6.2 Licenses, Fees, and Insurance

The Contractor shall be responsible for the boat's registration fees, licenses, and inspections required by the State of California and Coast Guard throughout the contract period. Boat shall bear full insurance with extended third party liability with maximum insurance coverage.

1.4.6.3 Maintenance

Upon delivery of the boat, and continuing throughout the duration of the contract, complete maintenance shall be provided for the Contractor-furnished boat. The schedule of maintenance recommended by the boat and engine manufacturers shall be followed. All necessary parts, supplies, and consumables shall be Contractor-furnished. Gasoline and oil shall be of the quality recommended by the engine manufacturer. The Contractor may elect to arrange for fueling services to be provided at a local fueling dock. If the Contractor-furnished boat is being serviced during construction activities, the Contractor shall provide a replacement boat of equal quality.

1.4.6.4 Training

The Contractor shall provide a minimum of 24 hours of United States Coast Guard approved training to Government personnel covering the handling and operation of the Contractor furnished boat. The training shall also include laws and regulations applicable to small boat operators. Approximately four (4) Government employees shall be trained.

1.5 PUBLIC UTILITIES

1.5.1 General

The approximate location of all pipelines, power and communication lines, and other utilities known to exist within the limits of the work are indicated on the drawings. The sizes, locations, and names of owners of such utilities are given from available information, but their accuracy is not guaranteed. Except as otherwise indicated on the drawings, all existing utilities shall be left in place and the Contractor shall conduct his operations in such a manner that the utilities will be protected from damage at all times, or arrangements shall be made by the Contractor for their relocation at the Contractor's own expense. The Contractor shall be responsible for any damage to utilities and shall reimburse the owners for such damage caused by his operations.

1.5.2 Utilities to be Relocated or Protected

The Contractor shall notify the Contracting Officer, in writing, 14 calendar days prior to starting work on any utility to be relocated or protected. On each relocation, notification shall include dates on which the Contractor plans excavation, by-pass work, removal work and/or installation work, as applicable.

1.5.3 Relocation or Removal

Utilities to be relocated or removed not as part of this contract are designated "To be Relocated by Others" or "To be Removed by Others," respectively. Utilities shown on the plans and not so designated shall be left in place and will be subject to the provisions of the clause: PROTECTION OF EXISTING VEGETATION, STRUCTURES, UTILITIES, AND IMPROVEMENTS. The Contractor without cost to the Government, may make arrangements with the owner for the temporary relocation and restoration of utilities not designated to be relocated, or for additional work in excess of the work needed to relocate utilities designated for relocation.

1.5.4 Coordination

The Contractor shall consult and cooperate with the owner of utilities that are to be relocated or removed by others to establish a mutual performance schedule and to enable coordination of such work with the construction work. These consultations shall be held as soon as possible after award of the contract or sufficiently in advance of anticipated interference with construction operations to provide required time for the removal or relocation of affected utilities.

1.5.5 Utilities Not Shown

If the Contractor encounters, within the construction limits of the entire project, utilities not shown on the plans and not visible as of the date of this contract and if such utilities will interfere with construction

operations, he shall immediately notify the Contracting Officer in writing to enable a determination by the Contracting Officer as to the necessity for removal or relocation. If such utilities are left in place, removed or relocated, as directed by the Contracting Officer, the Contractor shall be entitled to an equitable adjustment for any additional work or delay.

1.5.6 Electric Current

All electric current required by the Contractor shall be furnished at his expense. All temporary lines shall be furnished, installed, connected, and maintained by the Contractor in a workmanlike manner satisfactory to the Contracting Officer and shall be removed by the Contractor in a like manner at his expense prior to final acceptance of the construction. Buried dredge electrical power cable shall be clearly marked for safety.

1.6 PROTECTION AND MAINTENANCE OF TRAFFIC

1.6.1 Traffic Maintenance

During construction the Contractor shall provide access and temporary relocated roads as necessary to maintain traffic, in accordance with EM 385-1-1 or as required by Federal, State or Local laws and regulations having jurisdiction. The Contractor shall maintain and protect traffic on all affected roads during the construction periods except as otherwise specifically directed by the Contracting Officer. Measures for the protection and diversion of traffic, including the provision of watchmen and flagmen, erection of barricades, placing of lights around and in front of equipment and the work, and the erection and maintenance of adequate warning, danger, and direction signs, shall be as required by the State and local authorities having jurisdiction. The traveling public shall be protected from damage to person and property. The Contractor's traffic on roads selected for hauling material to and from the site shall interfere as little as possible with public traffic. The Contractor shall investigate the adequacy of existing roads and the allowable load limit on these roads.

The Contractor shall be responsible for the repair of any damage to roads caused by construction operations at no additional cost to the Government.

1.6.2 Access and Haul Roads

Land access through the Newport Bay Ecological Preserve is highly restrictive. The Contractor shall obtain permission from the California Department of Fish and Game for any access roads through the Ecological Preserve. The Contractor shall, at his own expense, construct access and haul roads necessary for proper prosecution of the work under this contract. Access and haul roads shall be constructed with suitable grades and widths; sharp curves, blind corners, and dangerous cross traffic shall be avoided. The Contractor shall provide necessary lighting, signs, barricades, and distinctive markings for the safe movement of traffic. The method of dust control (reference section 01355 ENVIRONMENTAL PROTECTION, paragraph PROTECTION OF AIR RESOURCES) shall be adequate to ensure safe operation at all times. Location, grade, width, and alignment of access and haul roads shall be subject to approval by the Contracting Officer. Lighting shall be adequate to assure full and clear visibility for full width of access and haul roads and work areas during any night work operations. Access and haul roads shall not damage permanent structures. Upon completion of the work, access and haul roads designated by the Contracting Officer shall be removed.

Access and Hauls Road Plans shall be submitted to the Contracting Officer

for approval for all proposed access and haul roads, whether within or outside the limits of the construction area, at least 15 calendar days prior to construction of such roads. The plans shall indicate width of road, direction of traffic, road markings, type of guardrail, curves, grades, runouts, and other information in sufficient detail for studying safety of the proposed roads. Haul roads shall be proposed so that use of existing residential streets and roads are minimized.

1.6.3 Public and Private Access Roads

When it is necessary for heavy equipment to operate on or to cross project roads or arterial roads, flaggers, signs, lights and/or other necessary safeguards shall be furnished to safely control and direct the flow of traffic. When it is necessary to operate on existing roads outside the construction area, all necessary permits shall be obtained for the appropriate private or public authority. Work shall be conducted in such manner so as to obstruct and inconvenience traffic on existing roads outside the construction limits as little as possible. Spillage of earth, dusty materials, and mud on project roads or other roads will not be permitted. If spillage cannot be prevented, the spillage shall be immediately removed and such areas shall be kept clear throughout the workday. At the conclusion of each workday, such traveled areas shall be cleared of spillage, dusty materials, and mud.

1.6.4 Maintenance of Roads

All access and haul roads, within the construction area, including the borrow areas, shall be maintained to provide vehicular access for the Government's vehicles and the contractor's vehicles and equipment. Road maintenance shall include rock/mud slides, washouts, and any incident which would restrict vehicular/equipment access. Prior to any alterations of any road alignment, the Contractor shall receive an approval from the Contracting Officer. Road maintenance and alterations shall be performed by the contractor at no additional cost to the Government.

1.6.5 Barricades

The Contractor shall erect and maintain temporary barricades to limit public access to hazardous areas. Such barricades shall be required whenever safe public access to paved areas such as roads, parking areas or sidewalks is prevented by construction activities or as otherwise necessary to ensure the safety of both pedestrian and vehicular traffic. Barricades shall be securely placed, clearly visible with adequate illumination to provide sufficient visual warning of the hazard during both day and night.

1.6.6 Repair of Streets, Access Roads, and Work Areas

The Contractor shall restore streets and access roads (used for haul routes and mobilizing equipment) and work areas to original condition upon completion of the work. Contractor shall restore to local City of Newport Beach standards.

1.7 SCRAP MATERIAL

Materials indicated to be removed and not indicated to be salvaged, stored, disposed of in designated disposal sites, or reinstalled are designated as scrap and shall become the property of the Contractor and be removed from the site of work. The Contractor, by signing this contract, hereby acknowledges that he made due allowance for value, if any, of such scrap in

the contract price.

1.8 PROTECTION OF EXISTING WORK

Before beginning any cutting or removal work, the Contractor shall carefully survey the existing work and examine the drawing and specifications to determine the extent of the work. The Contractor shall take all necessary precautions to insure against damage to existing work to remain in place, to be reused, or to remain the property of the Government, and any damage to such work shall be repaired or replaced as approved by the Contracting Officer at no additional cost to the Government. The Contractor shall carefully coordinate the work of this section with all other work and construct and maintain shoring, bracing and supports, as required. The Contractor shall insure that structural elements are not overloaded and be responsible for increasing structural supports or adding new supports as may be required as a result of any cutting, removal, or demolition work performed under any part of this Contract.

1.9 NOTICES

Copies of letters or notifications made to utility companies, U.S. Coast Guard, Harbor District, County, etc. shall be provided to the Contracting Officer.

1.9.1 City of Newport Beach

The Contractor shall notify the Contracting Officer, Newport Bay Harbor Master, the Newport Bay Harbor Coast Guard, and the City of Newport Beach Lifeguard Supervisor, ten (10) days prior to the commencement of operations. Please see section on Points of Contact for names and telephone numbers. The following information shall be provided:

- a. Description of the project and location of worksite(s).
- b. Size and type of construction equipment performing work in the project area, including any equipment to be working on or near the beach, and any pipelines to be placed in the bay.
- c. 24-hour telephone numbers of the project engineer, superintendent, and foreman.
- d. Schedule for start and completion of project.

1.9.2 Existing Bench Marks and R/W Markers

The Contractor shall notify the Contracting Officer, in writing, 7 days in advance of the time he proposes to remove any bench mark or right-of-way marker.

1.9.3 United States Coast Guard

The Contractor shall notify the Commander Eleventh Coast Guard District, and the Coast Guard Marine Safety Group LA-LB not less than 14 calendar days prior to commencing work. The notifications, via letter, e-mail or facsimile (with copy provided to the Contracting Officer) shall include the following information:

- a. Project description including the type of operation (i.e. dredging, diving, construction, etc).

- b. Location of operation, including Latitude / Longitude (NAD 83).
- c. Work start and completion dates and the expected duration of operations. The Coast Guard need to be notified if these dates change.
- d. Vessels involved in the operation (name, size and type).
- e. VHF-FM radio frequencies monitored by vessels on scene.
- f. Point of contact and 24 hour phone number.
- g. Potential hazards to navigation.
- h. Chart number for the area of operation.
- i. Recommend the following language be used in the Local Notice to Mariners: "Mariners are urged to transit at their slowest safe speed to minimize wake, and proceed with caution after passing arrangements have been made."

Mail address:

Commander, 11th Coast Guard District(oan)	U.S. Coast Guard
Coast Guard Island Building 50-3	Marine Safety Office/Group LA-LB
Alameda, CA 94501-5100	1001 South Seaside Ave, Bldg 20
ATTN: Local Notice to Mariners	San Pedro, CA 90731
TEL: (510)437-2986	Attn: Waterways Management
FAX: (510)437-3423	Phone # (310) 732-2020
e-mail: d11lnm@d11.uscg.mil	Fax # (310) 732-2029
cc: smedeiros@d11.uscg.mil	e-mail: rmikulskis@d11.uscg.mil
	cc: pgooding@d11.uscg.mil

1.9.4 Public Meeting

At the request of the Contracting Officer, the Contractor shall participate in a public meeting prior to the commencement of work. At the request of the Contracting Officer, the Contractor shall be responsible for communicating the plan of work.

1.10 AIDS TO NAVIGATION

The Contractor shall not remove, relocate, obstruct, willfully damage, make fast to, or interfere with any aids to navigation. The Contractor shall notify the Eleventh Coast Guard District in writing with a copy to the Contracting Officer, not less than 30 calendar days in advance of the time he plans to operate any equipment adjacent to any aids to navigation which require relocation or removal.

1.11 DREDGING AIDS

The Contractor shall obtain approval of the U.S. Coast Guard Marine Safety Office prior to placing any buoy or other dredging aid marker in the water.

Buoys and other dredging aid markers shall be equipped with the necessary lights, and the Contractor shall insure that all lights are in proper working order prior to installation. Buoys and dredging aid markers shall be maintained throughout the length of the contract and shall not be colored, marked, or placed in a manner that will obstruct or be confused

with other navigation aids.

1.12 RESTRICTIONS

1.12.1 Work Hours

The Contractor shall comply with the CONTRACT CLAUSE: PERMITS AND RESPONSIBILITIES. The Contractor shall not conduct construction activities on Sunday and Federal Holidays. The Contractor shall conduct construction activities in compliance with Noise control and Night lighting measures as specified in specification section 01355 ENVIRONMENTAL PROTECTION.

As specified in specification section 01355 ENVIRONMENTAL PROTECTION, in the event that the Contractor's nighttime operations exceed the noise and lighting performance standards, the Contractor shall restrict construction activities during the restricted work hours of:

Monday thru Friday	7:00 a.m. to 6:30 p.m.
Saturday	8:00 a.m. to 6:00 p.m.
Sunday/Holidays	Not permitted.

1.12.2 Harbor and Bay Operation Requirements

The Contractor's operations within Newport Harbor and Upper Newport Bay shall conform to the following requirements and restrictions:

- a. Changing from a pushing to towing configuration only will be allowed outside the harbor beyond the bell buoy;
- b. Scows shall be provided with lookouts at all times.
- c. Tugs, guide boats, scow lookouts and the Contractor's dredging job site office shall be equipped with two-way VHF radio communication;
- d. Lookout personnel with communications equipment shall be placed on the scows, tugs, or an auxilliary boat to warn boaters to avoid the scow;
- e. Scows, tugs, and guide boats operating within the harbor shall have the Contractor's name and the communication radio frequency stenciled in 0.3-meter-high letters in a sufficient number of locations so that they can be seen by other operators;
- f. Tugs used to move scows/barges within the harbor shall be equipped with twin screws and have a minimum 800-horsepower engine;
- g. The Contractor shall prepare a Harbor Traffic Management Plan, and include the plan as part of the Dredge, Excavation, and Disposal Plan, reference section 02020 DREDGING AND EXCAVATION. The Contractor shall develop a plan to reduce hazards to boaters from dredging and disposal operations. The Harbor Traffic Management Plan shall include:
 - * number of barges with dimensions
 - * number and sizes of tugs, including horsepower
 - * tug and barge loading and disposal cycles
 - * incoming and outgoing barge routes
 - * methods of propelling barges with tugs, i.e. pushing, towing, or combination
 - * locations for switching from barge pushing to towing configuration
 - * estimated barge speeds inside harbor
 - * estimated stopping distance of loaded barges

- * preventive measures planned to avoid conflicts with recreational boating and ferries. Scow trips through the main navigation channels shall be scheduled to avoid peak use hours on summer weekends. Peak use summer hours are defined as 9am to 7 pm on summer weekends and holidays and during any scheduled boating events in the main channel of the Lower Bay. Scow routes and schedules shall be coordinated with the U.S. Coast Guard Newport Bay and the Orange County Sheriff-Coroner/Harbor Patrol.

- * methods of communication with Harbor Master, Coast Guard, Ferry operators, and recreational boaters
- * emergency response plans
- * barge mobilization area

1.12.3 Representatives of Other Agencies

Personnel representing owners and agencies may be present for various portions of the work. However, the Contractor will be responsible only to the Contracting Officer.

1.12.4 Dredging Priority

The Contracting Officer may direct the sequence for completing the work.

1.13 MARINE PLANT

a. All marine plant and equipment which are required by federal regulations to be inspected by the United States Coast Guard, shall have valid certifications. No marine plant or equipment requiring Coast Guard inspection shall be put into use on the job without the required certification issued by the U.S. Coast Guard Officer in Charge of Marine Inspections.

b. All marine construction equipment shall monitor appropriate VHF marine safety radio channels.

c. The Contractor's operations shall conform to the U.S. Coast Guard publication "Navigation Rules, International - Inland, COMDT INST M16672.2B", latest edition.

d. Fuel transfer operations shall conform to U.S. Coast Guard design regulations (CFR 33 Part 156).

1.14 PUBLIC SAFETY

a. Attention is invited to the CONTRACT CLAUSE: PERMITS AND RESPONSIBILITIES. The Contractor shall provide temporary fencing, barricades, and/or guards, as required, to provide protection in the interest of public safety. Whenever the Contractor's operations create a condition hazardous to the public, he shall furnish at his own expense and without cost to the Government, such flag men and guards as are necessary to give adequate warning to the public of any dangerous conditions to be encountered and he shall furnish, erect, or maintain such fences, barricades, lights, signs and other devices as are necessary to prevent accidents and avoid damage or injury to the public. Flag men and guards, while on duty and assigned to give warning and safety devices shall conform to applicable city, county, and state requirements. Should the Contractor appear to be neglectful or negligent in furnishing adequate warning and protection measures, the Contracting Officer may direct attention to the

existence of a hazard and the necessary warning and protective measures shall be furnished and installed by the Contractor without additional cost to the Government. Should the Contracting Officer point out the inadequacy of warning and protective measures, such action of the Contracting Officer shall not relieve the Contractor from any responsibility for public safety or abrogate his obligation to furnish and pay for those devices. The installation of any general illumination shall not relieve the Contractor of his responsibility for furnishing and maintaining any protective facility.

b. The Contractor shall furnish, install, maintain, and remove temporary buoys along the dredge pipeline within the waterway. Buoys shall be equipped with signs which will indicate, by arrows, the direction boat traffic will be permitted to pass in order to prevent unnecessary traffic over the submerged pipeline.

c. The Contractor shall coordinate his activities with the U.S. Coast Guard and the Newport Bay Harbor Master to minimize interference to all concerned. The Government or the City will not be liable to the Contractor for any loss, damage, cost or expense of any kind or nature whatsoever arising out of, connected with or attributable to the activities of others in the project area or immediate adjacent thereto.

1.15 GENERAL SAFETY REQUIREMENTS

1.15.1 General

The Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, (see CONTRACT CLAUSES: SECTION 00700, ACCIDENT PREVENTION), the Occupational Safety and Health Act (OSHA) Standards for Construction (Title 29, Code of Federal Regulations Part 1926 as revised from time to time), and the Dredging Contractor of America (DCA) / United States Army Corps of Engineers (USACE) Dredging Safety Management Program (DMSP) are all applicable to this contract. In case of conflict, the most stringent requirement of the three standards is applicable. Pursuant to EM 385-1-1, the Contractor shall submit a Site Safety Health Plan/Accident Prevention Plan (APP).

If the Contractor is a currently accepted participant in the Dredging Contractors of America (DCA) / United States Army Corps of Engineers (USACE) Dredging Safety Management Program (DSMP), as determined by the DCA/USACE Joint Committee, and holds a current valid Certificate of Compliance for both the Contractor Program and the dredges to be used to perform the work required under this contract, the Contractor may, in lieu of the submission of a Site Safety Health Plan / Accident Prevention Plan,

(a) make available for review, upon request, the Contractor's current Safety Management System (SMS) documentation,

(b) submit to the Contracting Officer the current valid Company Certificate of Compliance for its SMS

(c) submit the current dredge(s) Certificate of Compliance based on third party audit, and

(d) submit for review and acceptance, site specific addenda to the SMS as specified in the solicitation.

1.15.2 Activity Hazard Analysis

Based on the construction schedule, the Contractor shall submit an Activity Hazards Safety Analysis of each major phase of work prior to entering that phase of activity. The analysis shall include major or high risk hazards, as well as commonly recurring deficiencies that might possibly be encountered for that operation, and shall identify proposed methods and techniques of accomplishing each phase in a safe manner. The Prime Contractor's superintendent shall take active participation in the Activity Hazard Analysis, including the subcontractors' work. Prior to start of actual work a meeting shall be held with Prime Contractor, Government, and affected subcontractor to review the Activity Hazard Analysis. In addition, job site meetings shall be held to indoctrinate foreman and workers on details of this analysis.

1.15.3 Reporting Accidents

The Contractor shall report accidents in accordance with EM 385-1-1 and record accident investigations on ENG Form 3394 in accordance with the OSHA requirements at 29 CFR Part 1904.

The Contractor shall complete the "USACE Contractor Monthly Record of Injuries/Illness and Work Hour Exposure" (for prime and its subcontractors) on the EXCEL spreadsheet (pdf file attached to this specification section, electronic version to be provided by the Government) and forward to the Contracting Officer no later than close of business (COB) the 10th day of the following month. For example, work performed for the month of February 2006 shall be recorded and provided to the Contracting Officer by COB 10 March 2006. Instructions for completing the spreadsheet are included on the spreadsheet itself. Additionally, the Contractor shall prepare a "Summary of Contractor Work-Related Injuries and Illnesses" sheet for the calendar year (pdf file attached to this specification section, electronic version to be provided by the Government) and forward to the Contracting Officer.

1.16 SIGNAL LIGHTS

The Contractor shall display signal lights and conduct his operations in accordance with the General Regulations of the Department of the Army and of the Coast Guard, governing lights and day signals to be displayed by towing vessels with tows, on which no signals can be displayed, vessels working on jetties, submarine or bank protection operations, and day signals to be displayed by vessels of more than 20 meters in length moored or anchored in a fairway or channel, and the passing by other vessels of floating plant working in navigable channels, as approved by the Secretary of the Army (33 C.F.R. 201.1-201.16) and the Commandant U.S. Coast Guard (33 C.F.R. 80.18-80.31a and 33 C.F.R. 95.51-95.70). All Contractor's anchor buoys, floating line, and plant shall be marked with flashing beacon lights after dark. Obstructions and hazards to navigation mentioned above shall be painted for visibility during daylight hours.

1.17 RADIO COMMUNICATION

To facilitate and insure the safe passage of vessels in the channel, the Contractor shall provide, operate and maintain on his plant, radio facilities capable of voice communication with vessels using the channel. Station licensing and frequency authorizations shall be the responsibility of the Contractor.

1.18 PERMITS

Reference is made to the clause of the contract entitled: PERMITS AND RESPONSIBILITIES, which obligate the Contractor to obtain all required licenses and permits.

1.19 AIR QUALITY

For equipment that require an air quality permit, the Contractor shall have a current, valid Air Quality permit.

1.20 INSPECTION

1.20.1 General

Reference is made to the clause of the contract entitled: INSPECTION OF CONSTRUCTION. In addition, the Contractor will be required:

- a. To furnish, on the request of the Contracting Officer, use of such boats, boatmen, laborers, and material forming a part of the ordinary and usual equipment and crew of the plant as may be reasonably necessary in inspecting and supervising the work.
- b. To furnish, on the request of the Contracting Officer, suitable transportation from all points on shore designated by the Contracting Officer to and from the various pieces of plant, and to and from the work areas. Should the Contractor refuse, neglect, or delay compliance with these requirements, the specific facilities may be furnished and maintained by the Contracting Officer, and the cost thereof will be deducted from any amounts due or to become due the Contractor.
- c. To allow, upon the request of the Contracting Officer, authorized representatives of the California Regional Water Quality Control Board and the South Coast Air Quality Management District to: enter upon the Contractor's premises where a regulated facility or activity is located or conducted, or where records are kept; have access to and copy, at reasonable times, any records that must be kept per agency requirements; inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated by these agencies; and sample or monitor at reasonable times any substances or parameters at any location for the purpose of assuring compliance with agency regulations.

1.20.2 Floating Plant Inspection

The Contracting Officer will make a detailed inspection of the Contractor's floating plant. A Marine Equipment Inspection check list will be completed by the Contracting Officer prior to start of dredging. The Contractor may be required to modify or repair portions of his floating plant that do not meet minimum standards as identified in the check list before the floating plant will be allowed to operate at the site. Any delays caused by required modifications or repairs will not be cause for an extension in the time specified for completion of the contract. A sample of the check list is attached at the end of this section.

1.21 NAVIGATION

The Contractor's operations shall conform to the U.S. Coast Guard publication "Navigation Rules, International-Inland, INST M16672.28", latest edition.

1.22 WORK AREAS AND EASEMENTS

1.22.1 Staging Area

A work and storage area is provided as designated on the plans. The Contractor shall submit a Work and Storage Area Plan for approval within 10 days after receipt of Notice to Proceed.

The Contractor shall contact the Newport Bay Harbor Master for the location of the Contractor's dredge mooring area.

Transfer of heavy equipment, dredge tenders or other large vessels will not be permitted at the boat launch ramp within the harbor. The Contractor shall use the Navy Pier for transfer of heavy equipment, ensuring to coordinate with the Newport Bay Harbor Master's Office.

1.22.2 Dock Area

The Contractor may install a temporary dock in the area of a peninsula located near downstream and on the north side of the San Diego Creek Scour Protection. Prior to installation, the exact location shall be coordinated with the Contracting Officer and the California Department of Fish and Game Representative. The Contractor shall submit a Dock Area Plan for approval showing the location, layout, and materials to be used in preparing the temporary dock and parking area. The Contractor shall comply with the following:

- a. Access to the site shall be through the Orange County Flood Control District gate.
- b. The temporary dock shall be adjacent to the peninsula downstream of the scour protection structure.
- c. The allowable area shall have security fencing to minimize vandalism.
- d. Parking shall be on Orange County Flood Control District right-of-way.
- e. The equestrian trail shall be accessible at all times.
- f. Contractor is responsible for protecting and maintaining the temporary dock, and removal of the dock when no longer needed for project. During periods of storms with significant storm flow from San Diego Creek, the Contractor shall be aware of potential impacts to the dock and take action to secure the dock, including removal if necessary.
- g. The Dock Area Plan and temporary dock shall allow access for the Contracting Officer and for docking of the Contracting Officer's Quality Assurance boat.

1.23 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

This provision specifies the procedure for determination of time extensions for unusually severe weather in accordance with the CONTRACT CLAUSES: SECTION 00700, entitled DEFAULT (FIXED PRICE CONSTRUCTION). In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

- a. The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

- b. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

The following schedule of monthly anticipated adverse weather delays is based upon National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DAYS
Work Days Based on Five (5) Day Work Week

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
5	4	3	1	0	0	0	0	0	0	1	3

- c. Upon acknowledgment of the Notice to Proceed and continuing throughout the contract, the Contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled work day. The number of actual adverse weather days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph b, the Contracting Officer will convert any qualifying days to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the Contract Clause entitled: DEFAULT (FIXED PRICE CONSTRUCTION).

1.24 NON CONTRACT WORK

The Contractor and/or his subcontractors shall not perform any work or erect any structure for third parties, landowners or otherwise, within the limits of the rights-of-way without prior approval of the Contracting Officer.

1.25 COORDINATION WITH OTHER CONSTRUCTION

The Contractor shall coordinate work with any other construction projects in the vicinity of the project.

1.26 PACIFIC COAST HIGHWAY BRIDGE PROTECTION

If the Contractor's planned operation requires barge traffic to pass under the bridge, then prior to the start of construction, the Contractor shall design and construct protective devices for the upstream and downstream faces of the three PCH Bridge piers adjacent to the two channels. Plans for the Pacific Coast Highway Bridge Protection are to be prepared by a Civil Engineer registered by the State of California and shall be submitted to the Contracting Officer for approval.

If the planned protection has any attachment to the piers or is located where there may be any effect on the bridge piers, then the Contractor shall obtain a permit from California Department of Transportation (Caltrans) prior to constructing the protection. Please contact Caltrans representative listed in Points of Contact section.

The pier protection shall be lighted in accordance with the U.S. Coast Guard's Office of Aids to Navigation.

1.27 PROGRESS AERIAL PHOTOGRAPHS

The Contractor shall submit Progress Aerial Photographs of the project area prior to commencement of work, one six-months after commencement of work, and one after project completion. If project duration is extended longer than one year, an additional photograph shall be taken during project construction, a minimum of one for every six-month period or less. The Contractor shall take the vertical photograph at a scale of 1:24,000. The project area shall include Pacific Coast Highway to Jamboree Bridge. Three 9-inch color contact photographic prints, the negative, and the digital version of same shall be submitted to the Contracting Officer within one month of taking the photograph.

1.28 AS-BUILT PLANS

1.28.1 General

The Contractor shall prepare and furnish the As-Built plans for the project. The as-built plans shall be a record of the construction as installed and completed by the Contractor. They shall include all the information shown on the contract set of plans and a record of all deviations, modifications, or changes from those plans, however minor, which were incorporated in the work, all additional work not appearing on the contract plans, and all changes which are made after final inspection of the contract work. In event the Contractor accomplishes additional work which changes the as-built conditions of the facility after submission of the as-built plans, the Contractor shall furnish revised and/or additional plans as required to depict as-built conditions. The requirements for these additional plans will be the same as for the as-built plans included in the original submission. The plans shall show the following information, but not be limited thereto:

- (1) The location and description of any utility lines or other installations of any kind or description known to exist within the construction area. The location includes dimensions to permanent features.
- (2) The location and dimensions of any changes to structures.
- (3) Correct grade or alignment of roads, channels, structures or utilities if any changes were made from contract plans.
- (4) Correct elevations if changes were made in site grading.
- (5) Changes in details of design or additional information obtained from working plans specified to be prepared and/or furnished by the Contractor including but not limited to fabrication, erection, installation plans and placing details, pipe sizes, dimensions of equipment foundations, etc.
- (6) All changes or modifications which result from the final inspection.

1.28.2 Preliminary As-Built Plans

The Contractor shall maintain one (1) set of full size, blue-line prints

marked up in red to show as-built conditions. This set of as-built prints shall be kept current and available at the job site at all times. All changes from what is shown on the contract plans, whether it be from changes requested by the Contracting Officer or resulting from additional information which might be uncovered in the course of construction, shall be accurately and neatly recorded as they occur by means of details and notes. The marked-up as-built prints will be jointly inspected for accuracy and completeness by the Contracting Officer and Contractor prior to submission of each monthly pay estimate. Information to be included on these preliminary plans shall conform to the requirements as stated above. Any and all as-built modifications shall be reflected on all sheets affected by the modifications.

1.28.3 Review Submittal

Not later than 14 calendar days after acceptance of the project by the Government, the Contractor shall deliver to the Contracting Officer one (1) full size set of blue-line plans marked up to depict the as-built conditions. If upon review, the plans are found to contain errors and/or omissions, they shall be returned to the Contractor for corrections.

1.28.4 Computer Drawing Files (CADD)

The Contractor shall develop the final computer file as-built plans from the approved preliminary plans. The computer files shall be delivered in MicroStation Version 8 format, a Computer Aided Design and Drafting (CADD) program. Plans shall be prepared in general accordance with the Los Angeles District manual "Standards for Drafting" and the "Standards Manual for U.S. Army Corps of Engineers Computer-Aided Design and Drafting (CADD) Systems" A/E/C CADD STANDARD, latest edition
<http://tsc.wes.army.mil/products/standards/aec/aecstdweb.asp>

1.28.5 Original Contract CADD Files.

The Government will provide all the computerized drawing files, along with a listing and description of the file contents, used to produce plans to advertise this contract. The Contractor shall be responsible for downloading the computer files via the method described below.

1.28.6 Receiving Data via the Corps' File Server.

A formal request for the project files shall be submitted two (2) weeks in advance of the anticipated downloading. The project files, in MicroStation (CADD) binary format, will then be stored on the file server for a period of two (2) weeks for the Contractor to retrieve via modem. The Contractor will be provided all relevant information regarding access to the server via modem or Internet address.

1.28.7 Delivery

Prior to finalizing the plans, two sets of plans shall initially be provided to the Contracting Officer for review and approval. The Contracting Officer shall complete his or her review within ten (10) working days. Upon final approval, the Contractor shall furnish two (2) full size sets and two (2) half size sets of the final as-built plans on reproducible mylars, and the computerized project files in MicroStation format. All project files, whether revised or not, shall be provided to the Contracting Officer.

1.29 CORPS OF ENGINEERS RESERVE FLEET (CERF) IMPLEMENTATION

If the work specified in this contract is performed by a hopper dredge(s), the owner must have an active Basic Ordering Agreement (BOA) for the hopper dredge(s) on file with the Corps. The Contractor shall be obligated to make the hopper dredge(s) available to serve in the Corps of Engineers Reserve Fleet (CERF) at any time that the hopper dredge(s) is performing work under this contract. When the Contracting Officer is notified of the decision to activate this dredge(s) into the CERF, he shall take appropriate action to release the dredge(s). He may then extend or terminate the contract to implement whichever action is in the best interest of the Government. The CERF Contractor shall also be subject to the following conditions:

a. The Director of Civil Works may require the Contractor to perform emergency dredging at another CONUS (48 contiguous states) site for a period of time equal to the remaining time under this contract at the date of notification plus up to ninety (90) days at the previously negotiated rate which appears on the schedule of prices in the BOA.

b. The Chief of Engineers may require the Contractor to perform emergency dredging at an OCONUS (Outside CONUS which includes Alaska, Hawaii, Puerto Rico, the Virgin Islands, or U.S. Trust Territories) site for a period of time equal to the time remaining under this contract at the date of notification plus up to one hundred eighty (180) days at the negotiated rate which appears on the schedule of prices in the BOA.

c. The CERF shall be activated by the Chief of Engineers or the Director of Civil Works; then the Ordering Contracting Officer will notify the Contractor. From the time of notification, the selected hopper dredge(s) must depart for the emergency assignment within seventy-two (72) hours for CONUS or ten (10) days for OCONUS assignments.

d. A confirming delivery order will be issued pursuant to the Basic Ordering Agreement (BOA) by the Ordering Contracting Officer. Such delivery order shall utilize the schedule of rates in the BOA for the specific hopper dredge(s).

e. If during the time period specified in the paragraphs above, a CERF vessel(s) is still required, the contract performance may be continued for additional time by mutual agreement.

1.30 POINTS OF CONTACT

The following is a list of points of contact:

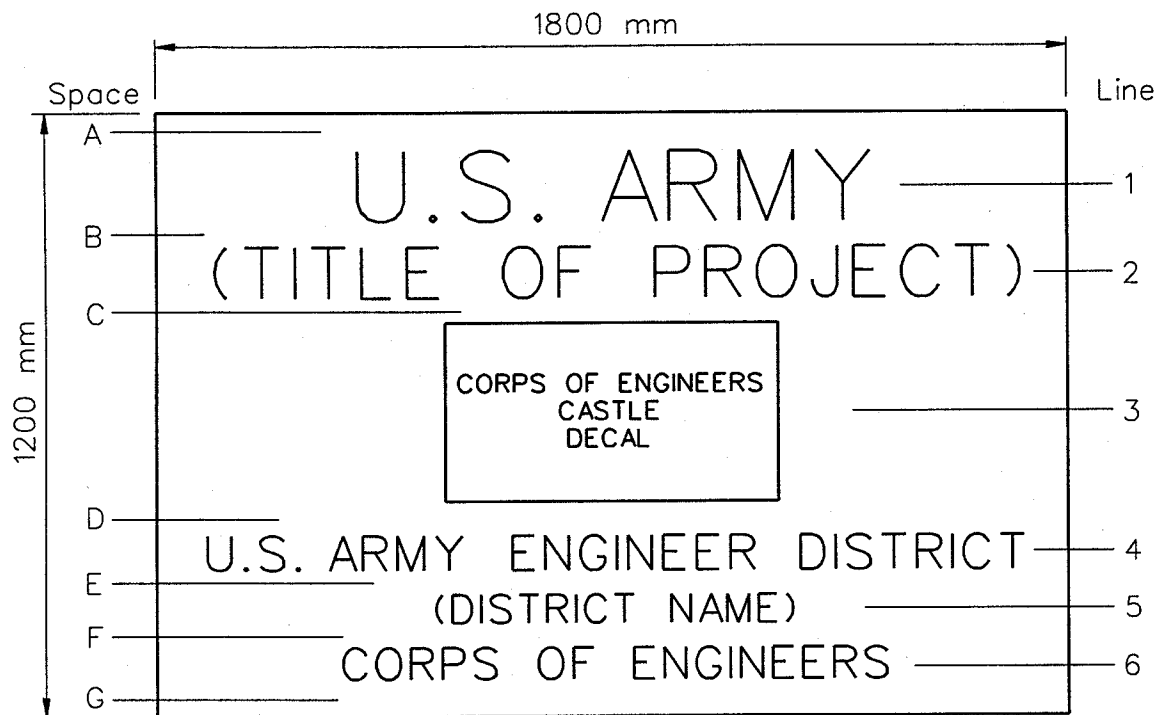
<u>Company or Agency</u>	<u>Contact</u>	<u>Telephone</u>
U.S. Army Corps of Engineers		
Resident Engineer	Eleanor Encinas	(951)898-6153
Project Engineer	Fernando Cano	(951)898-6140
Orange County Representative	Susan Brodeur	(714)834-5486
California Department of Fish and Game		
Representative	Brian Shelton	(949)640-9958

Newport Bay Harbor Master	Captain Bergquist	(949)673-0933
City of Newport Beach		
Fire Dept and Lifeguards	Jim Turner	(949)644-3046
Harbor Resources	Tom Rossmiller	(949)644-3041
Public Works Department	Bill Patapoff	(949)644-3321
U.S. Coast Guard - Newport Bay	LT James O'Mara	(949)673-0420
U.S. Coast Guard - Group LA-LB		
Marine Safety Office	BMC Rob Mikulskis	(310)732-2023
Eleventh Coast Guard District - Alameda, CA		
Local Notice to Mariners	BM3 Patrick Olmstead	(510)437-2986
Aids-to-Navigation	LT Scott Medeiros	(510)437-2982
Balboa Island Ferry Representative	Seymour Beek	(949)673-1070
Newport Harbor Nautical Museum	Marshall Steele	(949)673-3377
Southern California Edison-Utilities	Paul Ortmann	(714)973-5480
Pacific Bell-Utilities primary poc:	Doug Galvery	(714)237-6156
secondary poc:	Carl Cunningham	(714)669-2250
Orange County Sanitation District	Sid Kirk	(714)593-7342
California Dept of Transportation		
Bridge Maintenance	Richard Almanzan	(714)974-3873
Supervising Bridge Maintenance Engineer	Steve Nakao	(213)620-3760

PART 2 MATERIALS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

-- End of Section --



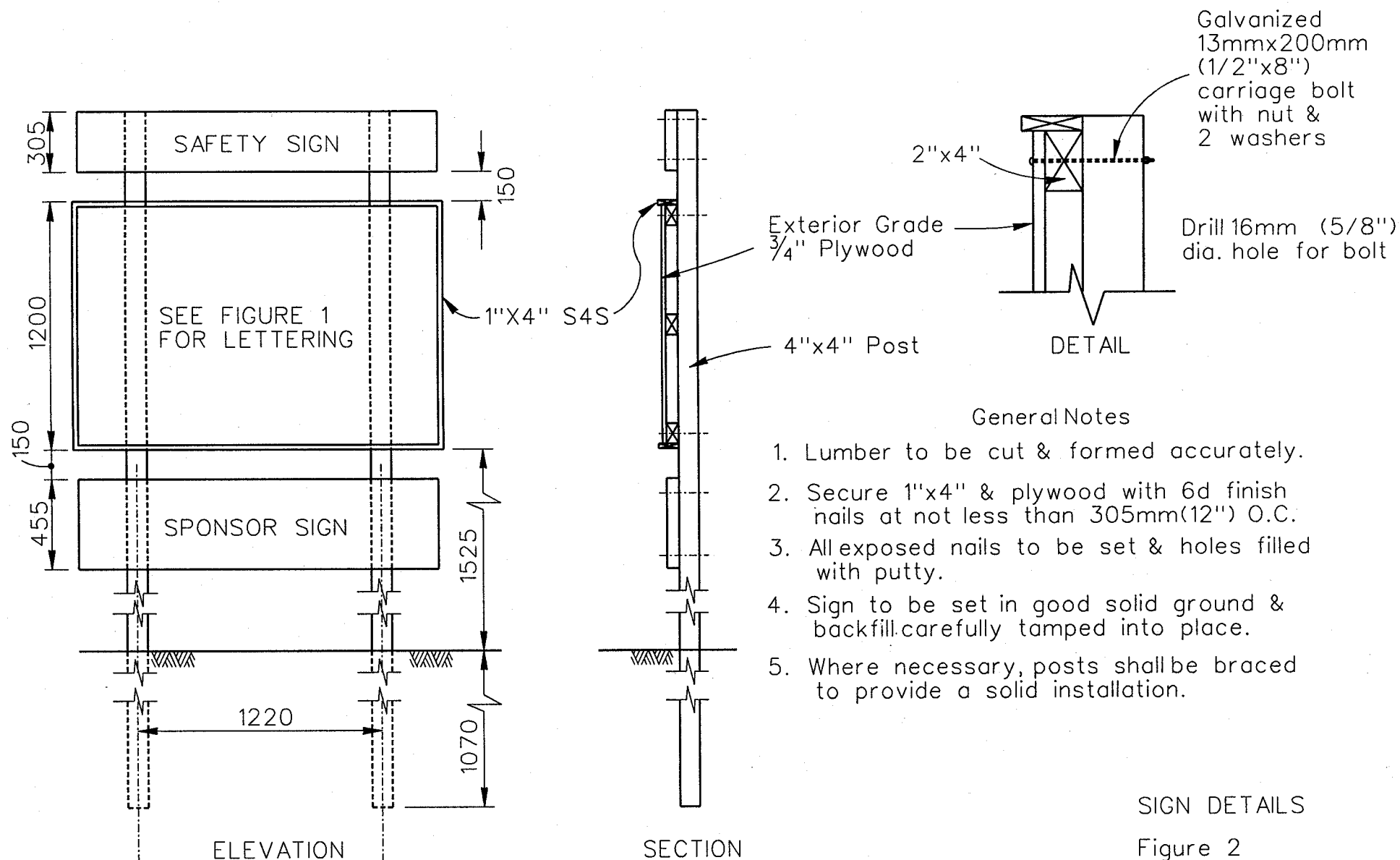
Space	Height	Line	Description	Letter Height	Stroke
A	75	1	U.S. ARMY	140	22
B	50	2	PROJECT NOMENCLATURE	100	16
C	50	3	CORPS OF ENGINEERS CASTLE (DECAL)	345	
D	70	4	U.S. ARMY ENGINEER DISTRICT	70	9
E	50	5	DISTRICT NAME	60	6
F	50	6	CORPS OF ENGINEERS	65	9
G	75				

Letter Color -- Black

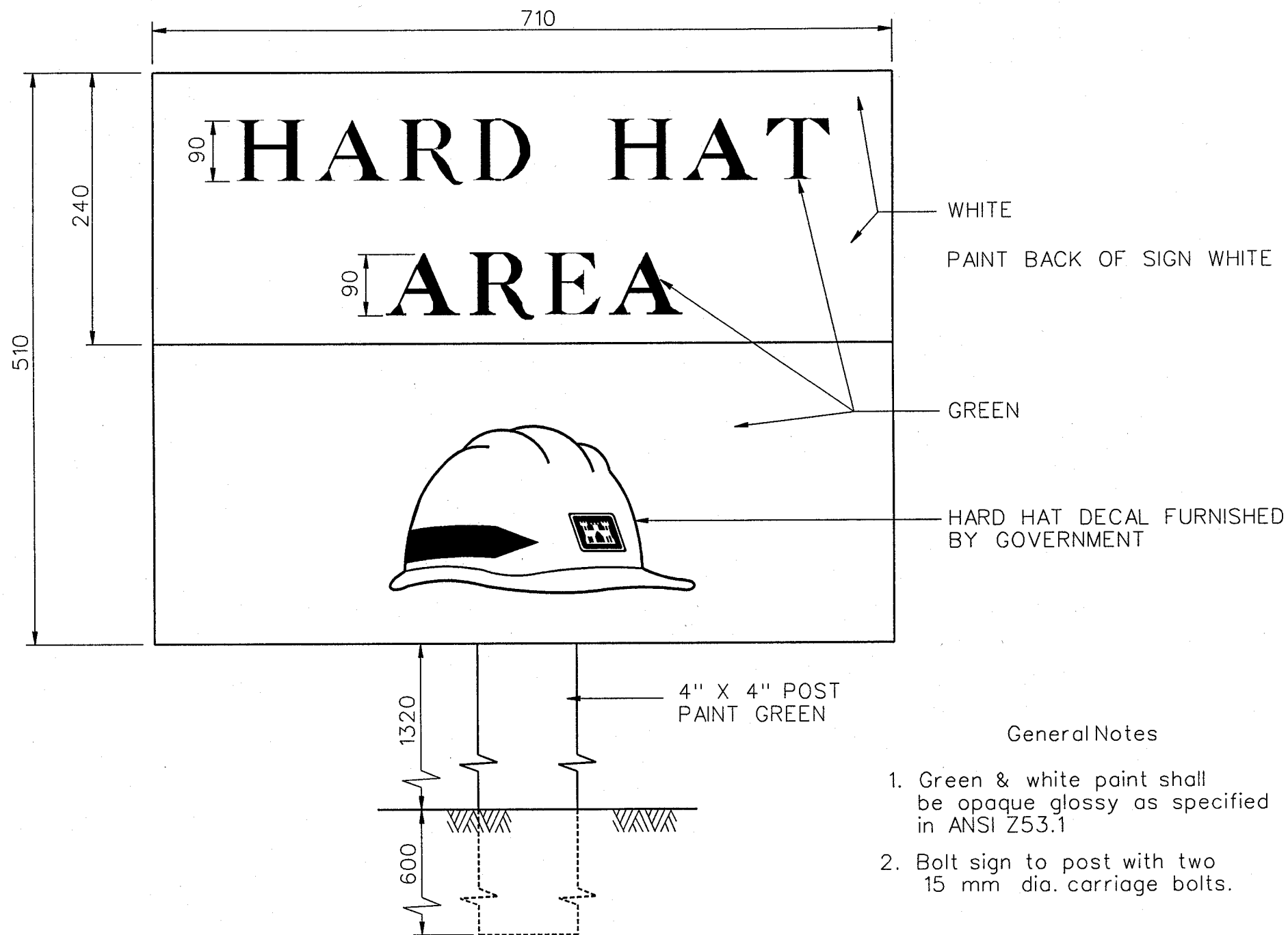
PROJECT SIGN
(Army-Civil Works)

Figure 1
October 1996

All units are in millimeters.



All units are in millimeters unless otherwise indicated.

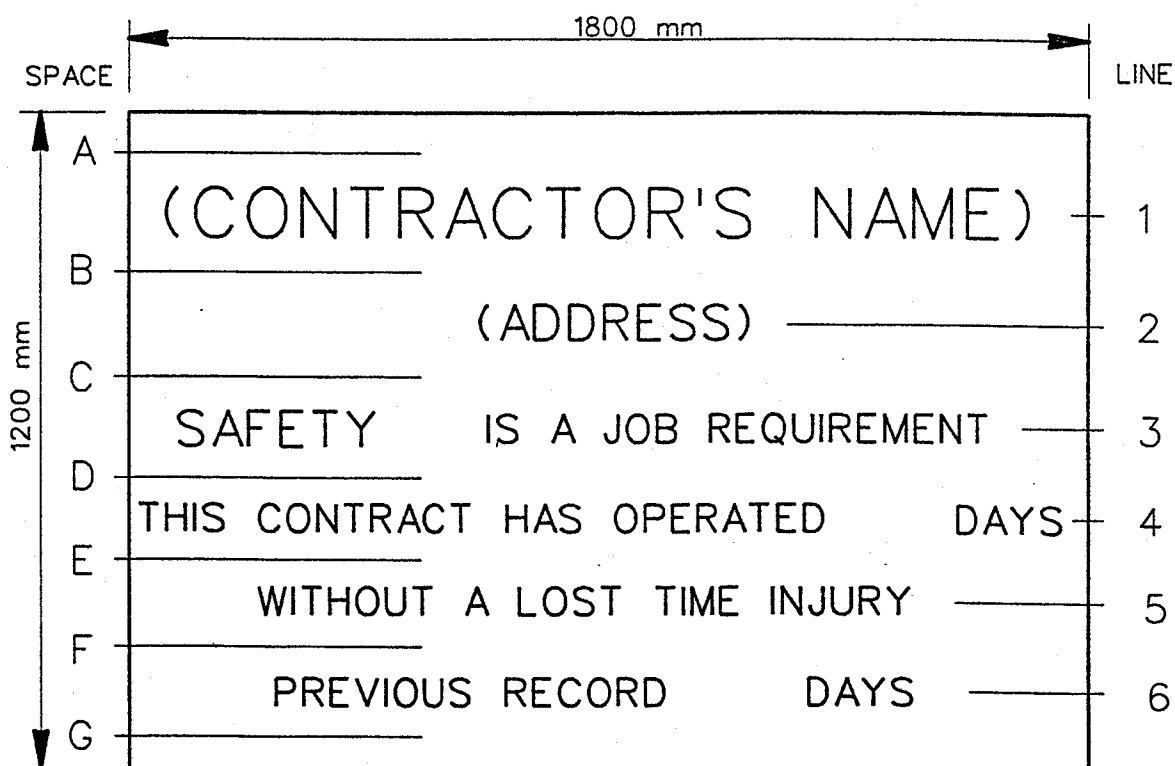


General Notes

1. Green & white paint shall be opaque glossy as specified in ANSI Z53.1
2. Bolt sign to post with two 15 mm dia. carriage bolts.

Figure 3
October 1996

All units are in millimeters unless otherwise indicated.



<u>SPACE</u>	<u>HEIGHT</u>	<u>LINE</u>	<u>DESCRIPTION</u>	<u>LETTER HEIGHT</u>
A	125			
B	75	1	CONTRACTOR'S NAME	125
C	150	2	ADDRESS	75
D	75	3	SAFETY IS A JOB REQUIREMENT	115 & 75
E	75	4	ALL LETTERING	75
F	75	5	ALL LETTERING	75
G	125	6	ALL LETTERING	75

Notes

Lettering shall be black No. 27038 standard 595.
Sign shall be installed in the same manner
as the Project Sign.

SAFETY SIGN
STANDARD DETAIL

All units are in millimeters.

USACE PRIME CONTRACTOR Monthly Record of Work-Related Injuries/Illnesses & Expos

US Army Corps of Engineers



Month _____
Year _____

In accordance with the provisions of EM 385-1-1, Section 01 Program Management, Paragraph 01.D Accident Reporting and Recording, sub-paragraphs 01.D.05, you (the Prime Contractor) shall provide a monthly record of all exposure and accident experience incidental to the work (this includes exposure and accident experience of the Prime Contractor and its sub-contractor(s)). As a minimum, these records shall include exposure work hours and a record of occupational injuries and illnesses that include the data elements listed below.

Definitional criteria for each data element is found in 29 CFR Part 1904. If the maintenance of OSHA 300 Logs are required by OSHA, most of this information can be obtained from

USACE Command	_____
Contractor Name	_____
Contract Number	_____
Project Title	_____
City	_____ State _____
USACE Office Overseeing Work	_____

Identify the person							Describe The Case		Classify the case																	
(A)	(B1)	(B2)	(B3)	(C)	(D)	(E)	(F)				Using these categories, check ONLY the most serious result for each case:				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:									
Company Name	SSN (last 4 digits)	Age	Gender	Date Employee Began Work on Job Covered by Contract	Job Title (e.g., Welder)	Date of injury or onset of illness (mo./day)	Where the event occurred (e.g. Loading dock north end)	Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)																		
												Death		Days away from		Remained at work		On job transfer or restrictio	Away from work (days)	Injury	Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other	All other illnesses
														Job transfer or	Other record- able											
																	(1)	(2)	(3)	(4)	(5)	(6)				
																					</					

USACE Summary of Contractor Work-Related Injuries and Illnesses



Month Submitted _____ Year _____

US Army Corps of Engineers

Review the Record to verify that the entries are complete & accurate before completing this summary. Using the Record, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the record. If you had no cases write "0". This summary is a cumulative record of the injury/illness experience for the year

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total days of job transfer or restriction	Total days away from work
0	0
(K)	(L)

Injury and Illness Types

Total number of...			
(M)			
(1) Injury	0	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All other illnesses	0

Establishment information

Establishment name

Street

City State Zip

Industry description (e.g., Manufacture of motor truck trailers)

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

or _____

North American Industrial Classification (NAICS) if known (e.g. 3362)

Employment information

Annual average number of employees

Total hours worked by all employees last year

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02/94

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-- End of Section Table of Contents --

SECTION 01270A

MEASUREMENT AND PAYMENT
02/94

PART 1 GENERAL

1.1 SUBMITTALS

None

1.2 LUMP SUM PAYMENT ITEMS

Payment items for the work of this contract for which contract lump sum payments will be made are listed in the BIDDING SCHEDULE and described below. All costs for items of work, which are not specifically mentioned to be included in a particular lump sum or unit price payment item, shall be included in the listed lump sum item most closely associated with the work involved. The lump sum price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for which separate payment is not otherwise provided.

1.2.1 Mobilization and Demobilization (Bid Item 1)

1.2.1.1 Payment

Payment will be made for costs associated with mobilization and demobilization, as defined in SECTION 00800 SPECIAL CONTRACT REQUIREMENTS, PAYMENT FOR MOBILIZATION AND DEMOBILIZATION and SECTION 02000 MOBILIZATION AND DEMOBILIZATION.

1.2.1.2 Unit of Measure

Unit of measure: lump sum.

1.2.2 Clearing and Grubbing (Bid Item 2, Bid Item 20 - Option 3)

1.2.2.1 Payment

Payment will be made for costs associated with operations necessary for Clearing and Grubbing and removing from site all materials as indicated on the plans and in accordance with SECTION 02231: CLEARING AND GRUBBING.

1.2.2.2 Unit of Measure

Unit of measure: lump sum.

1.2.3 Dredge Contractor Access Channels (Bid Items 3, 4, 5, and 6)

1.2.3.1 Payment

Payment will be made for costs associated with the operations necessary for dredging, disposal and maintaining the Contractor access channels: Access

Channel to Sediment Control Unit Basin II (includes channel underneath and south of Pacific Coast Highway (PCH) and between PCH and Unit II Basin); Access Channel between Unit II Basin and Unit I/III Basin; 23rd Street Scow Channel; and New Least Tern Island Pit Access Channel. Disposal of materials shall be in accordance with the Plans and with SECTION 02020: DREDGING AND EXCAVATION. Dredging of these channels is not mandatory and shall be dredged at the Contractor's discretion. Payment will be made upon the completion of each channel. Progress payment may be made, at the discretion of the Contracting Officer.

1.2.3.2 Unit of Measure

Unit of measure: lump sum.

1.3 UNIT PRICE PAYMENT ITEMS

Payment items for the work of this contract on which the contract unit price payments will be made are listed in the BIDDING SCHEDULE and described below. The unit price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for each of the unit price items.

1.3.1 Dredge and/or Excavate Restoration Channels (Bid Items 7 through 10)

1.3.1.1 Payment

Payment for Dredging and/or Excavating Restoration Channels at Shellmaker Island, Middle Island, New Island, and Hotdog Tern Island will be made for costs associated with dredging and/or excavating the restoration channels and other operations incidental thereto.

1.3.1.2 Measurement

The total quantity of dredging and/or excavating the restoration channels for which payment will be made will be the nearest lineal meter. Restoration Channels shall be dredged and/or excavated to lines and grades shown on the plans.

1.3.1.3 Unit of Measure

Unit of measure: lineal meter.

1.3.2 Dredge Sediment Control Basins Unit II and Unit I/III and New Least Tern Island Pit (Bid Items 11 and 12; 18-Option 1, 19-Option 2))

1.3.2.1 Payment

Payment for Dredging Sediment Control Unit II Basin, Sediment Control Unit I/III Basin, and New Least Tern Island Pit will be made of the volume of material removed by dredging within the Dredge Prism as shown on the plans and in accordance with SECTION 02020 DREDGING AND EXCAVATION. Dredging Prism is: the required dredging prism covering the project depth and width dimensions; allowable tolerance; and side slopes exclusive of overdepth and tolerance. Reference is made to the BIDDING SCHEDULE which itemizes the estimated quantities of materials indicated in the dredging prism and will be the basis for variations in estimated quantities.

1.3.2.2 Measurement

The total quantity of dredge material for which payment will be made will be by in-place (quantity) measurement in cubic meters by computing the difference in available material between the Government's pre-dredge survey and the Government's post-dredge survey. Available material is defined as material located within the boundaries of the dredge prism. Specifically, a quantity of available material will be computed between the dredge prism and the bottom surface shown by the soundings of the Government's pre-dredge survey, and a quantity of available material will be computed between the dredge prism and the bottom surface shown by the Government's post-dredge survey. The difference between these two available quantities (pre-dredge and post-dredge) will constitute the quantity of material dredged. Misplaced materials (including any required removal and placement), excessive dredging and material falling or drawn into the cut from beyond the side slope plane or beyond the limits indicated, will be excluded from the quantities for which payment will be made. The Triangulated Irregular Network (TIN) method will be used for quantity determination. For method of soundings, see SECTION 02020 DREDGING AND EXCAVATION.

1.3.2.3 Unit of Measure

Unit of measure: cubic meter.

1.3.3 Excavate and/or Dredge Wetland Restoration Areas (Bid Items 13 through 15, 21-Option 3)

1.3.3.1 Payment

Payment for Excavation and/or Dredging of 23rd Street Wetland Restoration, Top Portion of Hotdog Tern Island, Bullnose West Wetland Restoration, Main Dike, Shellmaker Island Wetland Restoration, and Northstar Beach Wetland Restoration (if awarded) will be made of the volume of material removed by excavating and/or dredging within the Excavation/Dredging Prism as shown on the plans, disposal of excavated/dredged material as shown on the plans, and in accordance with SECTION 02020 DREDGING AND EXCAVATION.

Excavation/Dredging Prism is: the required excavation/dredging prism covering the project elevation and depth and width dimensions; allowable tolerance; and side slopes exclusive of overdepth and tolerance. Reference is made to the BIDDING SCHEDULE which itemizes the estimated quantities of materials indicated in the dredging prism and will be the basis for variations in estimated quantities.

1.3.3.2 Measurement

The total quantity of excavated and/or dredge material for which payment will be made will be by in-place (quantity) measurement in cubic meters by computing the difference in available material between the survey as shown on the plans and the post-excavate/dredge survey. Available material is defined as material located within the boundaries of the excavate/dredge prism. Specifically, a quantity of available material will be computed between the excavate/dredge prism and the bottom surface shown by the elevation and/or soundings of the survey shown on the plans, and a quantity of available material will be computed between the excavate/dredge prism and the bottom surface shown by the Government's post-excavate/dredge survey. The difference between these two available quantities (survey shown on the plans and post-excavate/dredge) will constitute the quantity

of material dredged. Misplaced materials (including any required removal and placement), excessive dredging and material falling or drawn into the cut from beyond the side slope plane or beyond the limits indicated, will be excluded from the quantities for which payment will be made. The Triangulated Irregular Network (TIN) method will be used for quantity determination. For method of soundings, see SECTION 02020 DREDGING AND EXCAVATION.

1.3.3.3 Unit of Measure

Unit of measure: cubic meter.

1.3.4 Geotextile Filter (Bid Item 16, Bid Item 22-Option 3)

1.3.4.1 Payment

Payment will be made for costs associated with furnishing, transporting, delivering, and placing geotextile filter in accordance with SECTION 02373 GEOTEXTILE. No separate payment will be made for accessories and payment shall be included in the contract unit price for the items of work to which the accessories are incidental. Preparation of the base will not be paid for separately and all costs incidental thereto shall be included in contract prices for other items for which payment will be made. No payment will be made for excess thickness of bedding and/or filter material, nor for material required to replace subgrade material lost by rainwash, wind erosion, overexcavation or otherwise.

1.3.4.2 Measurement

Geotextile Filter shall be measured by neat-line square meter of Geotextile Filter as required by the Plans and Specifications. The Geotextile Filter includes any excess material necessary to construct the Geotextile Filter to lines and grades shown on the plans.

1.3.4.3 Unit of Measure

Unit of measure: per square meter in place.

1.3.5 Aggregate Base Course (Bid Item 17, Bid Item 24 - Option 3)

1.3.5.1 Payment

Payment will be made for costs associated with aggregate base course and other incidentals necessary to complete the work required by SECTION 02722 AGGREGATE BASE COURSE. No payment will be made for defective areas until corrected. No payment will be made until aggregate base course is in place and accepted by the Contracting Officer.

1.3.5.2 Measurement

Aggregate Base Course will be measured for payment based upon the number of metric tons of aggregate base course used in the accepted work. Aggregate Base Course shall be weighed and placed to the lines and grades shown on the drawings. The Contracting Officer may elect to accept certified weight certificates furnished by a public weighmaster in lieu of scale weights at the jobsite.

1.3.5.3 Unit of Measure

Unit of measure: metric ton.

1.3.6 Stone Revetment (Bid Item 23-Option 3)

1.3.6.1 Payment

Payment will be made for costs associated with furnishing, transporting, stockpiling (if applicable), placing, and constructing the stone revetment as specified. No payment will be made until stone is in place and accepted by the Contracting Officer.

1.3.6.2 Measurement

Stone will be measured for payment by the metric ton as determined by barge displacement meeting the requirements of paragraph BARGE LOAD, certified railroad weights where direct placement into structure(s), or by weighing by the truckload on approved scales meeting the requirements of paragraph TRUCKLOAD.

a. Truckload. Each truck load will be weighed to the nearest 0.1 metric ton and the final quantity rounded to the nearest whole metric ton. Stone will be measured for payment by weighing on approved scales before being placed in the work. Scales shall be of sufficient length to permit simultaneous weighing of all axle loads and shall have an accuracy within 1 percent throughout the range of the scales. Scales shall be checked and certified by an inspector of the State Inspection Bureau charged with scales inspection within the State of California, prior to weighing any stone. The scales shall be capable of printing Certified Weight Certificates furnished by a public weigh-master to include time, date, truck number, and weight. Quarry weights will not be accepted. Scales will be checked and certified before hauling stone and after each 50,000 ton (metric) increment of stone weighed under this contract.

b. Barge Load. If delivered by barge, stone will be measured for payment by the Contracting Officer by weight determined by barge displacement. The Contractor shall furnish the Contracting Officer a barge displacement table not less than 10 work days prior to unloading the stone from any barge. Each table submitted shall show the name and/or number of the barge owner, the name of the fabricator, and the certification and date of certification of the person or firm preparing the table. All facilities for verifying displacement and for determining the relation between draft tonnage, between depth of water in holds and bilges, and net stone tonnage shall be placed on barges by and at the expense of the Contractor. The Contractor shall furnish with the barge displacement tables a drawing or sketch of each barge dimensioned in sufficient detail to permit checking of the tables. The drawings shall show, as a minimum, the length, width, depth of the barge, and dimensions of the rake or rakes. Each such table shall have its accuracy certified by a person or firm, other than the Contractor, customarily performing this service. Each table submitted shall contain, in parallel columns, the freeboard of the barge in meters and tenths from zero to the full depth of the barge and the corresponding gross displacement to the nearest ton. Each barge shall be suitably marked with three displacement gaging locations on each side near each end of the barge and two amidships on opposite sides. Each gaging location shall be marked by a line perpendicular to the edge of the barge, 100 mm wide and 300 mm long, on both the deck and side of the

barge and two amid ship on opposite sides. Barges with rakes shall have the displacement gaging lines placed at each corner of the box section between the rakes. If a barge has a box end or ends, the gaging locations shall be placed approximately 1200 mm from the box end(s). The freeboard will be measured at the four gaging locations and the displacement determined by the use of "STANDARD BARGE TABLES" from the average of these measurements. The displacement will be determined before and after being unloaded and the difference between these values shall be the quantity delivered. Barges shall be loaded so that the readings taken at the gaging locations do not vary more than 450 mm fore and aft and do not vary more than 150 mm port to starboard.

If such is not the case, the Contractor shall trim the carrier by shifting the stone until this limit is reached, before the measurement will be accepted. The draft shall be determined from the average of all six readings weighting the readings of the middle gage at double those of the end gages. $(G_1 + G_2 + 2xG_3 + 2xG_4 + G_5 + G_6)$ divided by 8 = average draft. All carriers used in transporting stone shall be free of leaks such as would render accurate gauging difficult. Facilities for inspecting the hold of each carrier to determine whether leakage is occurring shall be provided. Each carrier shall also be provided with adequate pumping facilities, and if water is found to be accumulating in the hold, the carrier shall be pumped dry before each gaging, both before and after unloading. Lightening by pumping or by transfer of crew or supplies will not be permitted while stone is being transferred. Rejected stone and unacceptable material shall be left aboard the barge until after the final readings have been taken. If the barge displacement method is elected, a minimum of one-third the total maximum displacement of the barge is required on each barge.

c. Stockpiled Stone. If the Contractor elects to stockpile stone on the worksite or offsite, the stone shall be weighed immediately before placement by either method described above.

1.3.6.3 Unit of Measure

Unit of measure for stone: tons (metric).

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

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SECTION 01312A

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03/02

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SECTION 01312A

QUALITY CONTROL SYSTEM (QCS)
03/02

PART 1 GENERAL

1.1 GENERAL

The Government will use the Resident Management System for Windows (RMS) to assist in its monitoring and administration of this contract. The Contractor shall use the Government-furnished Construction Contractor Module of RMS, referred to as QCS, to record, maintain, and submit various information throughout the contract period. This joint Government-Contractor use of RMS and QCS will facilitate electronic exchange of information and overall management of the contract. QCS provides the means for the Contractor to input, track, and electronically share information with the Government in the following areas:

- Administration
- Finances
- Quality Control
- Submittal Monitoring
- Scheduling
- Import/Export of Data

1.1.1 Correspondence and Electronic Communications

For ease and speed of communications, both Government and Contractor will, to the maximum extent feasible, exchange correspondence and other documents in electronic format. Correspondence, pay requests and other documents comprising the official contract record shall also be provided in paper format, with signatures and dates where necessary. Paper documents will govern, in the event of discrepancy with the electronic version.

1.1.2 Other Factors

Particular attention is directed to Contract Clause, "Schedules for Construction Contracts", Contract Clause, "Payments", Section 01320A, PROJECT SCHEDULE, Section 01330, SUBMITTAL PROCEDURES, and Section 01451A, CONTRACTOR QUALITY CONTROL, which have a direct relationship to the reporting to be accomplished through QCS. Also, there is no separate payment for establishing and maintaining the QCS database; all costs associated therewith shall be included in the contract pricing for the work.

1.2 QCS SOFTWARE

QCS is a Windows-based program that can be run on a stand-alone personal computer or on a network. The Government will make available the QCS software to the Contractor after award of the construction contract. Prior to the Pre-Construction Conference, the Contractor shall be responsible to download, install and use the latest version of the QCS software from the Government's RMS Internet Website. Upon specific justification and request by the Contractor, the Government can provide QCS on high-density diskettes or CD-ROM. Any program updates of QCS will be made available to the Contractor via the Government RMS Website as they become available.

1.3 SYSTEM REQUIREMENTS

The following listed hardware and software is the minimum system configuration that the Contractor shall have to run QCS:

Hardware

IBM-compatible PC with 200 MHz Pentium or higher processor

32+ MB RAM

4 GB hard drive disk space for sole use by the QCS system

3 1/2 inch high-density floppy drive

Compact disk (CD) Reader

Color monitor

Laser printer compatible with HP LaserJet III or better, with minimum 4 MB installed memory.

Connection to the Internet, minimum 28 KBPS

Software

MS Windows 95 or newer version operating system (MS Windows NT 4.0 or newer is recommended)

Word Processing software compatible with MS Word 97 or newer

Internet browser

The Contractor's computer system shall be protected by virus protection software that is regularly upgraded with all issued manufacturer's updates throughout the life of the contract.

Electronic mail (E-mail) compatible with MS Outlook

1.4 RELATED INFORMATION

1.4.1 QCS User Guide

After contract award, the Contractor shall download instructions for the installation and use of QCS from the Government RMS Internet Website; the Contractor can obtain the current address from the Government. In case of justifiable difficulties, the Government will provide the Contractor with a CD-ROM containing these instructions.

1.4.2 Contractor Quality Control(CQC) Training

The use of QCS will be discussed with the Contractor's QC System Manager during the mandatory CQC Training class. Contractor shall contact the training coordinator, Emmanuel Molina (213)452-3384.

1.5 CONTRACT DATABASE

Prior to the pre-construction conference, the Government shall provide the

Contractor with basic contract award data to use for QCS. The Government will provide data updates to the Contractor as needed, generally by files attached to E-mail. These updates will generally consist of submittal reviews, correspondence status, QA comments, and other administrative and QA data.

1.6 DATABASE MAINTENANCE

The Contractor shall establish, maintain, and update data for the contract in the QCS database throughout the duration of the contract. The Contractor shall establish and maintain the QCS database at the Contractor's site office. Data updates to the Government shall be submitted by E-mail with file attachments, e.g., daily reports, schedule updates, payment requests. If permitted by the Contracting Officer, a data diskette or CD-ROM may be used instead of E-mail (see Paragraph DATA SUBMISSION VIA COMPUTER DISKETTE OR CD-ROM). The QCS database typically shall include current data on the following items:

1.6.1 Administration

1.6.1.1 Contractor Information

The database shall contain the Contractor's name, address, telephone numbers, management staff, and other required items. Within 14 calendar days of receipt of QCS software from the Government, the Contractor shall deliver Contractor administrative data in electronic format via E-mail.

1.6.1.2 Subcontractor Information

The database shall contain the name, trade, address, phone numbers, and other required information for all subcontractors. A subcontractor must be listed separately for each trade to be performed. Each subcontractor/trade shall be assigned a unique Responsibility Code, provided in QCS. Within 14 calendar days of receipt of QCS software from the Government, the Contractor shall deliver subcontractor administrative data in electronic format via E-mail.

1.6.1.3 Correspondence

All Contractor correspondence to the Government shall be identified with a serial number. Correspondence initiated by the Contractor's site office shall be prefixed with "S". Letters initiated by the Contractor's home (main) office shall be prefixed with "H". Letters shall be numbered starting from 0001. (e.g., H-0001 or S-0001). The Government's letters to the Contractor will be prefixed with "C".

1.6.1.4 Equipment

The Contractor's QCS database shall contain a current list of equipment planned for use or being used on the jobsite, including the most recent and planned equipment inspection dates.

1.6.1.5 Management Reporting

QCS includes a number of reports that Contractor management can use to track the status of the project. The value of these reports is reflective of the quality of the data input, and is maintained in the various sections of QCS. Among these reports are: Progress Payment Request worksheet, QA/QC comments, Submittal Register Status, Three-Phase Inspection checklists.

1.6.2 Finances

1.6.2.1 Pay Activity Data

The QCS database shall include a list of pay activities that the Contractor shall develop in conjunction with the construction schedule. The sum of all pay activities shall be equal to the total contract amount, including modifications. Pay activities shall be grouped by Contract Line Item Number (CLIN), and the sum of the activities shall equal the amount of each CLIN. The total of all CLINs equals the Contract Amount.

1.6.2.2 Payment Requests

All progress payment requests shall be prepared using QCS. The Contractor shall complete the payment request worksheet and include it with the payment request. The work completed under the contract, measured as percent or as specific quantities, shall be updated at least monthly. After the update, the Contractor shall generate a payment request report using QCS. The Contractor shall submit the payment requests with supporting data by E-mail with file attachment(s). If permitted by the Contracting Officer, a data diskette may be used instead of E-mail. A signed paper copy of the approved payment request is also required, which shall govern in the event of discrepancy with the electronic version.

1.6.3 Quality Control (QC)

QCS provides a means to track implementation of the 3-phase QC Control System, prepare daily reports, identify and track deficiencies, document progress of work, and support other contractor QC requirements. The Contractor shall maintain this data on a daily basis. Entered data will automatically output to the QCS generated daily report. The Contractor shall provide the Government a Contractor Quality Control (CQC) Plan within the time required in Section 01451A, CONTRACTOR QUALITY CONTROL. Within seven calendar days of Government acceptance, the Contractor shall submit a data diskette or CD-ROM reflecting the information contained in the accepted CQC Plan: schedule, pay activities, features of work, submittal register, QC requirements, and equipment list.

1.6.3.1 Daily Contractor Quality Control (CQC) Reports

QCS includes the means to produce the Daily CQC Report. The Contractor may use other formats to record basic QC data. However, the Daily CQC Report generated by QCS shall be the Contractor's official report. Data from any supplemental reports by the Contractor shall be summarized and consolidated onto the QCS-generated Daily CQC Report. Daily CQC Reports shall be submitted as required by Section 01451A, CONTRACTOR QUALITY CONTROL. Reports shall be submitted electronically to the Government using E-mail or diskette within 24 hours after the date covered by the report. Use of either mode of submittal shall be coordinated with the Government representative. The Contractor shall also provide the Government a signed, printed copy of the daily CQC report.

1.6.3.2 Deficiency Tracking

The Contractor shall use QCS to track deficiencies. Deficiencies identified by the Contractor will be numerically tracked using QC punch list items. The Contractor shall maintain a current log of its QC punch list items in the QCS database. The Government will log the deficiencies

it has identified using its QA punch list items. The Government's QA punch list items will be included in its export file to the Contractor. The Contractor shall regularly update the correction status of both QC and QA punch list items.

1.6.3.3 Three-Phase Inspections

The Contractor shall maintain scheduled and actual dates and times of preparatory, initial, and final inspections in QCS for all major features of work.

1.6.3.4 Accident/Safety Tracking

The Government will issue safety comments, directions, or guidance whenever safety deficiencies are observed. The Government's safety comments will be included in its export file to the Contractor. The Contractor shall regularly update the correction status of the safety comments. In addition, the Contractor shall utilize QCS to advise the Government of any accidents occurring on the jobsite. This brief supplemental entry is not to be considered as a substitute for completion of mandatory reports, e.g., ENG Form 3394 and OSHA Form 200.

1.6.3.5 Features of Work

The Contractor shall include a complete list of the features of work in the QCS database. A feature of work may be associated with multiple pay activities. However, each pay activity (see subparagraph "Pay Activity Data" of paragraph "Finances") will only be linked to a single feature of work.

1.6.3.6 QC Requirements

The Contractor shall develop and maintain a complete list of QC testing, transferred and installed property, and user training requirements in QCS. The Contractor shall update all data on these QC requirements as work progresses, and shall promptly provide this information to the Government via QCS.

1.6.4 Submittal Management

The Government will provide the initial submittal register, ENG Form 4288, SUBMITTAL REGISTER, in electronic format. Thereafter, the Contractor shall maintain a complete list of all submittals, including completion of all data columns. Dates on which submittals are received and returned by the Government will be included in its export file to the Contractor. The Contractor shall use QCS to track and transmit all submittals. ENG Form 4025, submittal transmittal form, and the submittal register update, ENG Form 4288, shall be produced using QCS. RMS will be used to update, store and exchange submittal registers and transmittals, but will not be used for storage of actual submittals.

1.6.5 Schedule

The Contractor shall develop a construction schedule consisting of pay activities, in accordance with Contract Clause "Schedules for Construction Contracts", or Section 01320A, PROJECT SCHEDULE, as applicable. This schedule shall be input and maintained in the QCS database either manually or by using the Standard Data Exchange Format (SDEF) (see Section 01320A PROJECT SCHEDULE). The updated schedule data shall be included with each

pay request submitted by the Contractor.

1.6.6 Import/Export of Data

QCS includes the ability to export Contractor data to the Government and to import submittal register and other Government-provided data, and schedule data using SDEF.

1.7 IMPLEMENTATION

Contractor use of QCS as described in the preceding paragraphs is mandatory. The Contractor shall ensure that sufficient resources are available to maintain its QCS database, and to provide the Government with regular database updates. QCS shall be an integral part of the Contractor's management of quality control.

1.8 DATA SUBMISSION VIA COMPUTER DISKETTE OR CD-ROM

The Government-preferred method for Contractor's submission of updates, payment requests, correspondence and other data is by E-mail with file attachment(s). For locations where this is not feasible, the Contracting Officer may permit use of computer diskettes or CD-ROM for data transfer. Data on the disks or CDs shall be exported using the QCS built-in export function. If used, diskettes and CD-ROMs will be submitted in accordance with the following:

1.8.1 File Medium

The Contractor shall submit required data on 3-1/2 inch double-sided high-density diskettes formatted to hold 1.44 MB of data, capable of running under Microsoft Windows 95 or newer. Alternatively, CD-ROMs may be used. They shall conform to industry standards used in the United States. All data shall be provided in English.

1.8.2 Disk or CD-ROM Labels

The Contractor shall affix a permanent exterior label to each diskette and CD-ROM submitted. The label shall indicate in English, the QCS file name, full contract number, contract name, project location, data date, name and telephone number of person responsible for the data.

1.8.3 File Names

The Government will provide the file names to be used by the Contractor with the QCS software.

1.9 MONTHLY COORDINATION MEETING

The Contractor shall update the QCS database daily. At least monthly, the Contractor shall generate and submit an export file to the Government with schedule update and progress payment request. As required in Contract Clause "Payments", at least one week prior to submittal, the Contractor shall meet with the Government representative to review the planned progress payment data submission for errors and omissions. The Contractor shall make all required corrections prior to Government acceptance of the export file and progress payment request. Payment requests accompanied by incomplete or incorrect data submittals will be returned. The Government will not process progress payments until an acceptable QCS export file is received.

1.10 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the requirements of this specification. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification.

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SECTION 01320A

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SECTION 01320A

PROJECT SCHEDULE
08/01

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of the specification to the extent referenced. The publications are referenced in the text by basic designation only.

U.S. ARMY CORPS OF ENGINEERS (USACE)

ER 1-1-11 (1995) Progress, Schedules, and Network
Analysis Systems

1.2 QUALIFICATIONS

The Contractor shall designate an authorized representative who shall be responsible for the preparation of all required project schedule reports.

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will perform additional review of the submittal for the Government. Submittals shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Construction ScheduleG

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

Pursuant to the Contract Clause, SCHEDULE FOR CONSTRUCTION CONTRACTS, a Project Schedule as described below shall be prepared. The scheduling of construction shall be the responsibility of the Contractor. Contractor management personnel shall actively participate in its development. Subcontractors and suppliers working on the project shall also contribute in developing and maintaining an accurate Project Schedule. The approved Project Schedule shall be used to measure the progress of the work, to aid in evaluating time extensions, and to provide the basis of all progress payments.

3.2 BASIS FOR PAYMENT

The schedule shall be the basis for measuring Contractor progress. Lack of an approved schedule or scheduling personnel will result in an inability of

the Contracting Officer to evaluate Contractor's progress for the purposes of payment. Failure of the Contractor to provide all information, as specified below, shall result in the disapproval of the entire Project Schedule submission and the inability of the Contracting Officer to evaluate Contractor progress for payment purposes. In the case where Project Schedule revisions have been directed by the Contracting Officer and those revisions have not been included in the Project Schedule, the Contracting Officer may hold retainage up to the maximum allowed by contract, each payment period, until revisions to the Project Schedule have been made.

3.3 PROJECT SCHEDULE

The computer software system utilized by the Contractor to produce the Project Schedule shall be capable of providing all requirements of this specification. Failure of the Contractor to meet the requirements of this specification shall result in the disapproval of the schedule. Manual methods used to produce any required information shall require approval by the Contracting Officer.

3.3.1 Use of the Critical Path Method

The Critical Path Method (CPM) of network calculation shall be used to generate the Project Schedule. The Contractor shall provide the Project Schedule in the Precedence Diagram Method (PDM).

3.3.2 Level of Detail Required

The Project Schedule shall include an appropriate level of detail. Failure to develop or update the Project Schedule or provide data to the Contracting Officer at the appropriate level of detail, as specified by the Contracting Officer, shall result in the disapproval of the schedule. The Contracting Officer will use, but is not limited to, the following conditions to determine the appropriate level of detail to be used in the Project Schedule:

3.3.2.1 Activity Durations

Contractor submissions shall follow the direction of the Contracting Officer regarding reasonable activity durations. Reasonable durations are those that allow the progress of activities to be accurately determined between payment periods (usually less than 2 percent of all non-procurement activities' Original Durations are greater than 20 days).

3.3.2.2 Procurement Activities

Tasks related to the procurement of long lead materials or equipment shall be included as separate activities in the project schedule. Long lead materials and equipment are those materials that have a procurement cycle of over 90 days. Examples of procurement process activities include, but are not limited to: submittals, approvals, procurement, fabrication, and delivery.

3.3.2.3 Critical Activities

The following activities shall be listed as separate line activities on the Contractor's project schedule (list includes option items):

- a. *Caulerpa taxifolia* Survey

- b. Pre-dredge and Post-dredge Eelgrass Survey
- c. Salt Marsh Bird's Beak Survey
- d. Nest Monitoring
- e. Water Quality Monitoring
- f. Aerial Photographs: Pre, Progress, and Post
- g. Protection of PCH Bridge Piers
- h. Access Channel between PCH and Unit II Basin
- i. Northstar Beach Wetland Restoration (Option 3)
- j. Shellmaker Island Wetland Restoration
- k. Shellmaker Island Restoration Channel
- l. Middle Island Restoration Channel
- m. New Island Restoration Channel
- n. 23rd Street Wetland Restoration
- o. Unit II Basin (Base)
- p. Unit II Basin and Santa Ana-Delhi Channel (Option 1)
- q. Unit II Basin (Option 2)
- r. New Least Tern Island Pit
- s. New Least Tern Island
- t. Segment Main Dike
- u. Access Channel between Unit II Basin and Unit I/III Basin
- v. Bullnose West Wetland Restoration
- w. Unit I/III Basin
- x. Top Portion of Hotdog Tern Island
- y. Hotdog Tern Island Sand/Shell Layer
- z. Hotdog Tern Island Restoration Channel
- aa. Submission and approval of as-built drawings
- bb. Prefinal inspection
- cc. Correction of punchlist from prefinal inspection
- dd. Final inspection

3.3.2.4 Government Activities

Government and other agency activities that could impact progress shall be shown. These activities include, but are not limited to: approvals, inspections, utility tie-in, Government Furnished Equipment (GFE) and Notice to Proceed (NTP) for phasing requirements.

3.3.2.5 Responsibility

All activities shall be identified in the project schedule by the party responsible to perform the work. Responsibility includes, but is not limited to, the subcontracting firm, contractor work force, or government agency performing a given task. Activities shall not belong to more than one responsible party. The responsible party for each activity shall be identified by the Responsibility Code.

3.3.2.6 Work Areas

All activities shall be identified in the project schedule by the work area in which the activity occurs. Activities shall not be allowed to cover more than one work area. The work area of each activity shall be identified by the Work Area Code. The sequence of work shall be in accordance with Section 02020 DREDGING AND EXCAVATION, paragraph GENERAL DREDGING PROCEDURE and paragraph DREDGE AND/OR EXCAVATION AREAS.

3.3.2.7 Modification or Claim Number

Any activity that is added or changed by contract modification or used to

justify claimed time shall be identified by a mod or claim code that changed the activity. Activities shall not belong to more than one modification or claim item. The modification or claim number of each activity shall be identified by the Mod or Claim Number. Whenever possible, changes shall be added to the schedule by adding new activities. Existing activities shall not normally be changed to reflect modifications.

3.3.2.8 Bid Item

All activities shall be identified in the project schedule by the Bid Item to which the activity belongs. An activity shall not contain work in more than one bid item. The bid item for each appropriate activity shall be identified by the Bid Item Code.

3.3.2.9 Phase of Work

All activities shall be identified in the project schedule by the phases of work in which the activity occurs. Activities shall not contain work in more than one phase of work. The project phase of each activity shall be by the unique Phase of Work Code.

3.3.2.10 Category of Work

All Activities shall be identified in the project schedule according to the category of work which best describes the activity. Category of work refers, but is not limited, to the procurement chain of activities including such items as submittals, approvals, procurement, fabrication, delivery, installation, start-up, and testing. The category of work for each activity shall be identified by the Category of Work Code.

3.3.2.11 Feature of Work

All activities shall be identified in the project schedule according to the feature of work to which the activity belongs. Feature of work refers, but is not limited to, a work breakdown structure for the project. The feature of work for each activity shall be identified by the Feature of Work Code.

3.3.3 Scheduled Project Completion

The schedule interval shall extend from NTP to the contract completion date.

3.3.3.1 Project Start Date

The schedule shall start no earlier than the date on which the NTP was acknowledged. The Contractor shall include as the first activity in the project schedule an activity called "Start Project". The "Start Project" activity shall have an "ES" constraint date equal to the date that the NTP was acknowledged, and a zero day duration.

3.3.3.2 Constraint of Last Activity

Completion of the last activity in the schedule shall be constrained by the contract completion date. Calculation on project updates shall be such that if the early finish of the last activity falls after the contract completion date, then the float calculation shall reflect a negative float on the critical path. The Contractor shall include as the last activity in the project schedule an activity called "End Project". The "End Project" activity shall have an "LF" constraint date equal to the completion date for the project, and a zero day duration.

3.3.3.3 Early Project Completion

In the event the project schedule shows completion of the project prior to the contract completion date, the Contractor shall identify those activities that have been accelerated and/or those activities that are scheduled in parallel to support the Contractor's "early" completion. Contractor shall specifically address each of the activities noted in the narrative report at every project schedule update period to assist the Contracting Officer in evaluating the Contractor's ability to actually complete prior to the contract period.

3.3.4 Interim Completion Dates

Contractually specified interim completion dates shall also be constrained to show negative float if the early finish date of the last activity in that phase falls after the interim completion date.

3.3.4.1 Start Phase

The Contractor shall include as the first activity for a project phase an activity called "Start Phase X" where "X" refers to the phase of work. The "Start Phase X" activity shall have an "ES" constraint date equal to the date on which the NTP was acknowledged, and a zero day duration.

3.3.4.2 End Phase

The Contractor shall include as the last activity in a project phase an activity called "End Phase X" where "X" refers to the phase of work. The "End Phase X" activity shall have an "LF" constraint date equal to the completion date for the project, and a zero day duration.

3.3.4.3 Phase X

The Contractor shall include a hammock type activity for each project phase called "Phase X" where "X" refers to the phase of work. The "Phase X" activity shall be logically tied to the earliest and latest activities in the phase.

3.3.5 Default Progress Data Disallowed

Actual Start and Finish dates shall not be automatically updated by default mechanisms that may be included in CPM scheduling software systems. Actual Start and Finish dates on the CPM schedule shall match those dates provided from Contractor Quality Control Reports. Failure of the Contractor to document the Actual Start and Finish dates on the Daily Quality Control report for every in-progress or completed activity, and failure to ensure that the data contained on the Daily Quality Control reports is the sole basis for schedule updating shall result in the disapproval of the Contractor's schedule and the inability of the Contracting Officer to evaluate Contractor progress for payment purposes. Updating of the percent complete and the remaining duration of any activity shall be independent functions. Program features which calculate one of these parameters from the other shall be disabled.

3.3.6 Out-of-Sequence Progress

Activities that have posted progress without all preceding logic being satisfied (Out-of-Sequence Progress) will be allowed only on a case-by-case

approval of the Contracting Officer. The Contractor shall propose logic corrections to eliminate all out of sequence progress or justify not changing the sequencing for approval prior to submitting an updated project schedule.

3.3.7 Negative Lags

Lag durations contained in the project schedule shall not have a negative value.

3.4 PROJECT SCHEDULE SUBMISSIONS

The Contractor shall provide the submissions as described below. The data disk, reports, and network diagrams required for each submission are contained in paragraph SUBMISSION REQUIREMENTS.

3.4.1 Preliminary Project Schedule Submission

The Preliminary Project Schedule, defining the Contractor's planned operations for the first 150 calendar days shall be submitted for approval within 20 calendar days after the NTP is acknowledged. The approved preliminary schedule shall be used for payment purposes not to exceed 60 calendar days after NTP.

3.4.2 Initial Project Schedule Submission

The Initial Project Schedule shall be submitted for approval within 20 calendar days after NTP. The schedule shall provide a reasonable sequence of activities which represent work through the entire project and shall be at a reasonable level of detail.

3.4.3 Periodic Schedule Updates

Based on the result of progress meetings, specified in "Periodic Progress Meetings," the Contractor shall submit periodic schedule updates. These submissions shall enable the Contracting Officer to assess Contractor's progress. If the Contractor fails or refuses to furnish the information and project schedule data, which in the judgement of the Contracting Officer or authorized representative is necessary for verifying the Contractor's progress, the Contractor shall be deemed not to have provided an estimate upon which progress payment may be made.

3.4.4 Standard Activity Coding Dictionary

The Contractor shall use the activity coding structure defined in the Standard Data Exchange Format (SDEF) in ER 1-1-11, Appendix A. This exact structure is mandatory, even if some fields are not used.

3.5 SUBMISSION REQUIREMENTS

Submit Construction Schedule, not later than 30 days after receipt of notice to proceed. The following items shall be submitted by the Contractor for the preliminary submission, initial submission, and every periodic project schedule update throughout the life of the project:

3.5.1 Data Disks

Four data disks containing the project schedule shall be provided. Data on the disks shall adhere to the SDEF format specified in ER 1-1-11, Appendix

A.

3.5.1.1 File Medium

Required data shall be submitted on 3.5 disks, formatted to hold 1.44 MB of data, under the MS-DOS Version 5. or 6.x, unless otherwise approved by the Contracting Officer.

3.5.1.2 Disk Label

A permanent exterior label shall be affixed to each disk submitted. The label shall indicate the type of schedule (Preliminary, Initial, Update, or Change), full contract number, project name, project location, data date, name and telephone number or person responsible for the schedule, and the MS-DOS version used to format the disk.

3.5.1.3 File Name

Each file submitted shall have a name related to either the schedule data date, project name, or contract number. The Contractor shall develop a naming convention that will ensure that the names of the files submitted are unique. The Contractor shall submit the file naming convention to the Contracting Officer for approval.

3.5.2 Narrative Report

A Narrative Report shall be provided with the preliminary, initial, and each update of the project schedule. This report shall be provided as the basis of the Contractor's progress payment request. The Narrative Report shall include: a description of activities along the 2 most critical paths, a description of current and anticipated problem areas or delaying factors and their impact, and an explanation of corrective actions taken or required to be taken. The narrative report is expected to relay to the Government, the Contractor's thorough analysis of the schedule output and its plans to compensate for any problems, either current or potential, which are revealed through that analysis.

3.5.3 Approved Changes Verification

Only project schedule changes that have been previously approved by the Contracting Officer shall be included in the schedule submission. The Narrative Report shall specifically reference, on an activity by activity basis, all changes made since the previous period and relate each change to documented, approved schedule changes.

3.5.4 Schedule Reports

The format for each activity for the schedule reports listed below shall contain: Activity Numbers, Activity Description, Original Duration, Remaining Duration, Early Start Date, Early Finish Date, Late Start Date, Late Finish Date, Total Float. Actual Start and Actual Finish Dates shall be printed for those activities in progress or completed.

3.5.4.1 Activity Report

A list of all activities sorted according to activity number.

3.5.4.2 Logic Report

A list of Preceding and Succeeding activities for every activity in ascending order by activity number. Preceding and succeeding activities shall include all information listed above in paragraph Schedule Reports. A blank line shall be left between each activity grouping.

3.5.4.3 Total Float Report

A list of all incomplete activities sorted in ascending order of total float. Activities which have the same amount of total float shall be listed in ascending order of Early Start Dates. Completed activities shall not be shown on this report.

3.5.4.4 Earnings Report

A compilation of the Contractor's Total Earnings on the project from the NTP until the most recent Monthly Progress Meeting. This report shall reflect the Earnings of specific activities based on the agreements made in the field and approved between the Contractor and Contracting Officer at the most recent Monthly Progress Meeting. Provided that the Contractor has provided a complete schedule update, this report shall serve as the basis of determining Contractor Payment. Activities shall be grouped by bid item and sorted by activity numbers. This report shall: sum all activities in a bid item and provide a bid item percent; and complete and sum all bid items to provide a total project percent complete. The printed report shall contain, for each activity: the Activity Number, Activity Description, Original Budgeted Amount, Total Quantity, Quantity to Date, Percent Complete (based on cost), and Earnings to Date.

3.5.5 Network Diagram

The network diagram shall be required on the initial schedule submission and on monthly schedule update submissions. The network diagram shall depict and display the order and interdependence of activities and the sequence in which the work is to be accomplished. The Contracting Officer will use, but is not limited to, the following conditions to review compliance with this paragraph:

3.5.5.1 Continuous Flow

Diagrams shall show a continuous flow from left to right with no arrows from right to left. The activity number, description, duration, and estimated earned value shall be shown on the diagram.

3.5.5.2 Project Milestone Dates

Dates shall be shown on the diagram for start of project, any contract required interim completion dates, and contract completion dates.

3.5.5.3 Critical Path

The critical path shall be clearly shown.

3.5.5.4 Banding

Activities shall be grouped to assist in the understanding of the activity sequence. Typically, this flow will group activities by category of work, work area and/or responsibility.

3.5.5.5 S-Curves

Earnings curves showing projected early and late earnings and earnings to date.

3.6 PERIODIC PROGRESS MEETINGS

Progress meetings to discuss payment shall include a monthly onsite meeting or other regular intervals mutually agreed to at the preconstruction conference. During this meeting the Contractor shall describe, on an activity by activity basis, all proposed revisions and adjustments to the project schedule required to reflect the current status of the project. The Contracting Officer will approve activity progress, proposed revisions, and adjustments as appropriate.

3.6.1 Meeting Attendance

The Contractor's Project Manager and Scheduler shall attend the regular progress meeting.

3.6.2 Update Submission Following Progress Meeting

A complete update of the project schedule containing all approved progress, revisions, and adjustments, based on the regular progress meeting, shall be submitted not later than 4 working days after the monthly progress meeting.

3.6.3 Progress Meeting Contents

Update information, including Actual Start Dates, Actual Finish Dates, Remaining Durations, and Cost-to-Date shall be subject to the approval of the Contracting Officer. As a minimum, the Contractor shall address the following items on an activity by activity basis during each progress meeting.

3.6.3.1 Start and Finish Dates

The Actual Start and Actual Finish dates for each activity currently in-progress or completed .

3.6.3.2 Time Completion

The estimated Remaining Duration for each activity in-progress. Time-based progress calculations shall be based on Remaining Duration for each activity.

3.6.3.3 Cost Completion

The earnings for each activity started. Payment will be based on earnings for each in-progress or completed activity. Payment for individual activities will not be made for work that contains quality defects. A portion of the overall project amount may be retained based on delays of activities.

3.6.3.4 Logic Changes

All logic changes pertaining to NTP on change orders, change orders to be incorporated into the schedule, contractor proposed changes in work sequence, corrections to schedule logic for out-of-sequence progress, lag durations, and other changes that have been made pursuant to contract provisions shall be specifically identified and discussed.

3.6.3.5 Other Changes

Other changes required due to delays in completion of any activity or group of activities include: 1) delays beyond the Contractor's control, such as strikes and unusual weather. 2) delays encountered due to submittals, Government Activities, deliveries or work stoppages which make re-planning the work necessary. 3) Changes required to correct a schedule which does not represent the actual or planned prosecution and progress of the work.

3.7 REQUESTS FOR TIME EXTENSIONS

In the event the Contractor requests an extension of the contract completion date, or any interim milestone date, the Contractor shall furnish the following for a determination as to whether or not the Contractor is entitled to an extension of time under the provisions of the contract: justification, project schedule data, and supporting evidence as the Contracting Officer may deem necessary. Submission of proof of delay, based on revised activity logic, duration, and costs (updated to the specific date that the delay occurred) is obligatory to any approvals.

3.7.1 Justification of Delay

The project schedule shall clearly display that the Contractor has used, in full, all the float time available for the work involved with this request.

The Contracting Officer's determination as to the number of allowable days of contract extension shall be based upon the project schedule updates in effect for the time period in question, and other factual information. Actual delays that are found to be caused by the Contractor's own actions, which result in the extension of the schedule, will not be a cause for a time extension to the contract completion date.

3.7.2 Submission Requirements

The Contractor shall submit a justification for each request for a change in the contract completion date of under 2 weeks based upon the most recent schedule update at the time of the NTP or constructive direction issued for the change. Such a request shall be in accordance with the requirements of other appropriate Contract Clauses and shall include, as a minimum:

- a. A list of affected activities, with their associated project schedule activity number.
- b. A brief explanation of the causes of the change.
- c. An analysis of the overall impact of the changes proposed.
- d. A sub-network of the affected area.

Activities impacted in each justification for change shall be identified by a unique activity code contained in the required data file.

3.7.3 Additional Submission Requirements

For any requested time extension of over 2 weeks, the Contracting Officer may request an interim update with revised activities for a specific change request. The Contractor shall provide this disk within 4 days of the Contracting Officer's request.

3.8 DIRECTED CHANGES

If the NTP is issued for changes prior to settlement of price and/or time, the Contractor shall submit proposed schedule revisions to the Contracting Officer within 2 weeks of the NTP being issued. The proposed revisions to the schedule will be approved by the Contracting Officer prior to inclusion of those changes within the project schedule. If the Contractor fails to submit the proposed revisions, the Contracting Officer may furnish the Contractor with suggested revisions to the project schedule. The Contractor shall include these revisions in the project schedule until revisions are submitted, and final changes and impacts have been negotiated. If the Contractor has any objections to the revisions furnished by the Contracting Officer, the Contractor shall advise the Contracting Officer within 2 weeks of receipt of the revisions. Regardless of the objections, the Contractor shall continue to update the schedule with the Contracting Officer's revisions until a mutual agreement in the revisions is reached. If the Contractor fails to submit alternative revisions within 2 weeks of receipt of the Contracting Officer's proposed revisions, the Contractor will be deemed to have concurred with the Contracting Officer's proposed revisions. The proposed revisions will then be the basis for an equitable adjustment for performance of the work.

3.9 OWNERSHIP OF FLOAT

Float available in the schedule, at any time, shall not be considered for the exclusive use of either the Government or the Contractor.

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SECTION 01330

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02/02

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SECTION 01330

SUBMITTAL PROCEDURES
02/02

PART 1 GENERAL

1.1 SUBMITTAL IDENTIFICATION (SD)

Submittals required are identified by SD numbers and titles as follows:

SD-01 Preconstruction Submittals

SD-02 Shop Drawings

SD-03 Product Data

SD-04 Samples

SD-05 Design Data

SD-06 Test Reports

SD-07 Certificates

SD-10 Operation and Maintenance Data

SD-11 Closeout Submittals

1.2 SUBMITTAL CLASSIFICATION

Submittals are classified as follows:

1.2.1 Government Approved

Government approval is required for extensions of design, critical materials, deviations, equipment whose compatibility with the entire system must be checked, and other items as designated by the Contracting Officer. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction," they are considered to be "shop drawings."

1.2.2 Information Only

All submittals not requiring Government approval will be for information only. They are not considered to be "shop drawings" within the terms of the Contract Clause referred to above.

1.3 APPROVED SUBMITTALS

The Contracting Officer's approval of submittals shall not be construed as a complete check, but will indicate only that the general method of construction, materials, detailing and other information are satisfactory. Approval will not relieve the Contractor of the responsibility for any error which may exist, as the Contractor under the Contractor Quality Control (CQC) requirements of this contract is responsible for dimensions, the design of adequate connections and details, and the satisfactory construction of all work. After submittals have been approved by the Contracting Officer, no resubmittal for the purpose of substituting

materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.

1.4 DISAPPROVED SUBMITTALS

The Contractor shall make all corrections required by the Contracting Officer and promptly furnish a corrected submittal in the form and number of copies specified for the initial submittal. If the Contractor considers any correction indicated on the submittals to constitute a change to the contract, a notice in accordance with the Contract Clause "Changes" shall be given within 14 days to the Contracting Officer.

1.5 WITHHOLDING OF PAYMENT

Payment for materials incorporated in the work will not be made if required approvals have not been obtained.

1.6 GENERAL

The Contractor shall make submittals as required by the specifications. The Contracting Officer may request submittals in addition to those specified when deemed necessary to adequately describe the work covered in the respective sections. Units of weights and measures used on all submittals shall be the same as those used in the contract drawings. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements. Prior to submittal, all items shall be checked and approved by the Contractor's Quality Control (CQC) System Manager and each item shall be stamped, signed, and dated by the CQC System Manager indicating action taken. Proposed deviations from the contract requirements shall be clearly identified. Submittals shall include items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; test cylinders; samples; O&M manuals (including parts list); certifications; warranties; and other such required submittals. Submittals requiring Government approval shall be scheduled and made prior to the acquisition of the material or equipment covered thereby. Samples remaining upon completion of the work shall be picked up and disposed of in accordance with manufacturer's Material Safety Data Sheets (MSDS) and in compliance with existing laws and regulations.

1.7 SUBMITTAL REGISTER

At the end of this section is a submittal register showing items of equipment and materials for which submittals are required by the specifications; this list may not be all inclusive and additional submittals may be required. The Contractor shall maintain a submittal register for the project in accordance with Section 01312A QUALITY CONTROL SYSTEM (QCS). The Government will provide the initial submittal register in electronic format. Thereafter, the Contractor shall maintain a complete list of all submittals, including completion of all data columns. Dates on which submittals are received and returned by the Government will be included in its export file to the Contractor. The Contractor shall track all submittals.

1.8 SCHEDULING

Submittals covering component items forming a system or items that are interrelated shall be scheduled to be coordinated and submitted

concurrently. Certifications to be submitted with the pertinent drawings shall be so scheduled. Adequate time (a minimum of 15 calendar days exclusive of mailing time) shall be allowed and shown on the register for review and approval. No delay damages or time extensions will be allowed for time lost in late submittals.

1.9 TRANSMITTAL FORM (ENG FORM 4025)

The sample transmittal form (ENG Form 4025) attached to this section shall be used for submitting both Government approved and information only submittals in accordance with the instructions on the reverse side of the form. These forms will be furnished to the Contractor. This form shall be properly completed by filling out all the heading blank spaces and identifying each item submitted. Special care shall be exercised to ensure proper listing of the specification paragraph and/or sheet number of the contract drawings pertinent to the data submitted for each item.

1.10 SUBMITTAL PROCEDURES

Submittals shall be made as follows:

1.10.1 Procedures

Submittals shall be made to the Contracting Officer's Representative. Four (4) copies of submittals for Information Only are required. Six (6) copies are required for all other submittals.

1.10.2 Deviations

For submittals which include proposed deviations requested by the Contractor, the column "variation" of ENG Form 4025 shall be checked. The Contractor shall set forth in writing the reason for any deviations and annotate such deviations on the submittal. The Government reserves the right to rescind inadvertent approval of submittals containing unnoted deviations.

1.10.3 Numbering Submittals

The submittal number shall include the Specification Section and sequential number, for example 01330-1. Numbering of the first resubmittal shall utilize a decimal increment, for example 01330-1.1, and a second resubmittal shall be numbered the next decimal increment, for example 01330-1.2, and so forth.

1.11 CONTROL OF SUBMITTALS

The Contractor shall carefully control his procurement operations to ensure that each individual submittal is made on or before the Contractor scheduled submittal date shown on the approved "Submittal Register."

1.12 GOVERNMENT APPROVED SUBMITTALS

Upon completion of review of submittals requiring Government approval, the submittals will be identified as having received approval by being so stamped and dated. Four copies of the submittal will be retained by the Contracting Officer and two copies of the submittal will be returned to the Contractor.

1.13 INFORMATION ONLY SUBMITTALS

Normally submittals for information only will not be returned. Approval of the Contracting Officer is not required on information only submittals. The Government reserves the right to require the Contractor to resubmit any item found not to comply with the contract. This does not relieve the Contractor from the obligation to furnish material conforming to the plans and specifications; will not prevent the Contracting Officer from requiring removal and replacement of nonconforming material incorporated in the work; and does not relieve the Contractor of the requirement to furnish samples for testing by the Government laboratory or for check testing by the Government in those instances where the technical specifications so prescribe.

1.14 STAMPS

Stamps used by the Contractor on the submittal data to certify that the submittal meets contract requirements shall be similar to the following:

CONTRACTOR
(Firm Name)
_____ Approved
_____ Approved with corrections as noted on submittal data and/or attached sheets(s).
SIGNATURE: _____
TITLE: _____
DATE: _____

PART 2 PRODUCTS
(Not used)

PART 3 EXECUTION
(Not used)

-- End of Section --

SUBMITTAL REGISTER

CONTRACT NO.

TITLE AND LOCATION

UPPER NEWPORT BAY ECOSYSTEM RESTORATION PROJECT

CONTRACTOR

ACTIVITY NO	TRANSMITTAL NO	SPEC SECT	DESCRIPTION ITEM SUBMITTED	PARAGRAPH	GOVT CLASSIFICATION OR REFERENCE NUMBER	CONTRACTOR: SCHEDULE DATES			CONTRACTOR ACTION		DATE FWD TO APPR AUTH/ DATE RCD FROM CONTR	APPROVING AUTHORITY				MAILED TO CONTR/ DATE RCD FRM APPR AUTH	REMARKS
						SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	ACTION CODE	DATE OF ACTION		DATE FWD TO OTHER REVIEWER	DATE RCD FROM OTH REVIEWER	ACTION CODE	DATE OF ACTION		
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)
		01200	SD-01 Preconstruction Submittals														
			Contracting Officer's Trailer Floor Plan	1.4	G												
			Site Safety Health Plan/Accident Prevention Plan (APP)	1.15.1	G												
			Activity Hazards Safety Analysis	1.15.2	G												
			Work and Storage Area Plan	1.22.1	G												
			Dock Area Plan	1.22.2	G												
			Access and Hauls Road Plans	1.6.2	G												
			Pacific Coast Highway Bridge Protection	1.26	G												
			SD-05 Design Data														
			Progress Aerial Photographs	1.27													
			SD-11 Closeout Submittals														
			As-Built plans	1.28.1													
		01320A	SD-01 Preconstruction Submittals														
			Construction Schedule	3.5	G												
		01355	SD-01 Preconstruction Submittals														
			Environmental Protection Plan	1.7	G ERB												
			Eelgrass Protection Plan	1.8	G ERB												
			Water Quality Firm	3.3.9	G ERB												
			Salt Marsh Bird's Beak Survey	3.9.3													
			Caulerpa taxifolia and Eelgrass Survey Firm	3.9.6.1	G ERB												
			Caulerpa taxifolia Survey	3.9.6.2													
			Pre-dredge Eelgrass Survey	3.9.6.3													

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(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)
		01355	Nest Monitoring Firm	3.9.7.1	G ERB												
			SD-07 Certificates														
			Water Quality Monitoring Work	3.3.10	G ERB												
			Plan														
			Water Quality Monitoring Progress	3.3.13													
			Reports														
			Manifest	3.6.6													
			Nest Monitoring Work Plan	3.9.7.2	G ERB												
			Nest Monitoring Progress Reports	3.9.7.5													
			SD-11 Closeout Submittals														
			Water Quality Monitoring Final	3.3.14													
			Report														
			Post-dredge Eelgrass Survey	3.9.6.3													
			Nest Monitoring Final Report	3.9.7.6													
		01451A	SD-07 Certificates														
			Contractor Quality Control (CQC)	3.2	G												
			Plan														
		02020	SD-01 Preconstruction Submittals														
			Dredge and Auxiliary Floating	3.8.1	G												
			Plant Layout														
			Dredge, Excavation, and Disposal	3.2	G												
			Plan														
			SD-02 Shop Drawings														
			Daily Disposal Location	3.4.4													
			Information														

SUBMITTAL REGISTER

CONTRACT NO.

TITLE AND LOCATION

UPPER NEWPORT BAY ECOSYSTEM RESTORATION PROJECT

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(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)
		02020	Special Procedures for Dredging Near Submarine Cables and Pipelines	3.1.3													
			Special Procedures for Excavating Near Utilities, Cables, and Pipelines	3.1.3													
			SD-04 Samples Sediment Samples	3.12													
			SD-05 Design Data Dredge/Excavation Sample Data Form	3.12													
			SD-06 Test Reports Daily Report of Operations	3.16													
			LA-3 Ocean Disposal Daily Records	3.5													
			LA-3 Ocean Disposal Completion Letter	3.5													
			SD-07 Certificates Scow Certification Checklist Form	3.5													
			Hydrographic Surveyor Firm	3.13.2	G												
		02231	SD-04 Samples Tree wound paint	2.1													
			Herbicide	2.2													
		02373	SD-01 Preconstruction Submittals Geotextile Installation Plan and Schedule	3.1.1.2	G												

SUBMITTAL REGISTER

CONTRACT NO.

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UPPER NEWPORT BAY ECOSYSTEM RESTORATION PROJECT

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(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)
		02373	SD-03 Product Data														
			Thread	2.1.2													
			Manufacturing Quality Control	2.2.1													
			Sampling and Testing														
			SD-04 Samples														
			Quality Assurance Samples and	2.2.1													
			Tests														
			SD-06 Test Reports														
			Tests for Geotextile	2.1.1													
			SD-07 Certificates														
			Geotextile Mill Certificates or	2.1.1													
			Affidavit														
		02380a	SD-01 Preconstruction Submittals														
			Source of Stone	2.2.1	G												
			Testing Laboratory	2.3.1													
			SD-03 Product Data														
			Construction Plan	3.1	G												
			SD-05 Design Data														
			Method of Placement	3.2.1	G												
			SD-06 Test Reports														
			Evaluation Testing of Stone	2.3.2													
			Quality Compliance Testing	2.2.3	G												
			Gradation Test	2.4.1													
			SD-07 Certificates														
			Scale Tickets	3.3.1													
			Scale Tickets	3.3.2													

TRANSMITTAL OF SHOP DRAWINGS, EQUIPMENT DATA, MATERIAL SAMPLES, OR MANUFACTURER'S CERTIFICATES OF COMPLIANCE <i>(Read instructions on the reverse side prior to initiating this form)</i>	DATE	TRANSMITTAL NO.
---	------	-----------------

SECTION I - REQUEST FOR APPROVAL OF THE FOLLOWING ITEMS *(This section will be initiated by the contractor)*

TO:	FROM:	CONTRACT NO.	CHECK ONE: <input type="checkbox"/> THIS IS A NEW TRANSMITTAL <input type="checkbox"/> THIS IS A RESUBMITTAL OF TRANSMITTAL _____
-----	-------	--------------	---

SPECIFICATION SEC. NO. <i>(Cover only one section with each transmittal)</i>	PROJECT TITLE AND LOCATION	CHECK ONE: THIS TRANSMITTAL IS FOR <input type="checkbox"/> FIO <input type="checkbox"/> GOV'T. APPROVAL
--	----------------------------	--

ITEM NO. a.	DESCRIPTION OF ITEM SUBMITTED <i>(Type size, model number/etc.)</i>	MFG OR CONTR. CAT., CURVE DRAWING OR BROCHURE NO. <i>(See instruction no. 8)</i> c.	NO. OF COPIES d.	CONTRACT REFERENCE DOCUMENT		FOR CONTRACTOR USE CODE g.	VARIATION <i>(See instruction No. 6)</i> h.	FOR CE USE CODE i.
				SPEC. PARA. NO. e.	DRAWING SHEET NO. f.			

REMARKS	I certify that the above submitted items have been reviewed in detail and are correct and in strict conformance with the contract drawings and specifications except as otherwise stated. _____ NAME AND SIGNATURE OF CONTRACTOR
---------	--

SECTION II - APPROVAL ACTION

ENCLOSURES RETURNED <i>(List by Item No.)</i>	NAME, TITLE AND SIGNATURE OF APPROVING AUTHORITY	DATE
---	--	------

INSTRUCTIONS

1. Section I will be initiated by the Contractor in the required number of copies.
2. Each transmittal shall be numbered consecutively in the space provided for "Transmittal No.". This number, in addition to the contract number, will form a serial number for identifying each submittal. For new submittals or resubmittals mark the appropriate box; on resubmittals, insert transmittal number of last submission as well as the new submittal number.
3. The "Item No." will be the same "Item No." as indicated on ENG FORM 4288-R for each entry on this form.
4. Submittals requiring expeditious handling will be submitted on a separate form.
5. Separate transmittal form will be used for submittals under separate sections of the specifications.
6. A check shall be placed in the "Variation" column when a submittal is not in accordance with the plans and specifications--also, a written statement to that effect shall be included in the space provided for "Remarks".
7. Form is self-transmittal, letter of transmittal is not required.
8. When a sample of material or Manufacturer's Certificate of Compliance is transmitted, indicate "Sample" or "Certificate" in column c, Section I.
9. U.S. Army Corps of Engineers approving authority will assign action codes as indicated below in space provided in Section I, column i to each item submitted. In addition they will ensure enclosures are indicated and attached to the form prior to return to the contractor. The Contractor will assign action codes as indicated below in Section I, column g, to each item submitted.

THE FOLLOWING ACTION CODES ARE GIVEN TO ITEMS SUBMITTED

- | | |
|---|---|
| A -- Approved as submitted. | E -- Disapproved (See attached). |
| B -- Approved, except as noted on drawings. | F -- Receipt acknowledged. |
| C -- Approved, except as noted on drawings.
Refer to attached sheet resubmission required. | FX -- Receipt acknowledged, does not comply
as noted with contract requirements. |
| D -- Will be returned by separate correspondence. | G -- Other (Specify) |

10. Approval of items does not relieve the contractor from complying with all the requirements of the contract plans and specifications.

(Reverse of ENG Form 4025-R)

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05/02

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-- End of Section Table of Contents --

SECTION 01355

ENVIRONMENTAL PROTECTION
05/02

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

33 CFR 328	Definitions
36 CFR 800	Properties Discovered during Implementation of an Undertaking
40 CFR 68	Chemical Accident Prevention Provisions
40 CFR 260	Hazardous Waste Management System: General
40 CFR 261	Identification and Listing of Hazardous Waste
40 CFR 262	Standards Applicable to Generators of Hazardous Waste
40 CFR 279	Standards for the Management of Used Oil
40 CFR 302	Designation, Reportable Quantities, and Notification
40 CFR 355	Emergency Planning and Notification
49 CFR 171 - 178	Hazardous Materials Regulations

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1	(2003) U.S. Army Corps of Engineers Safety and Health Requirements Manual
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1.2 DEFINITIONS

1.2.1 Environmental Pollution and Damage

Environmental pollution and damage is the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to humankind; or degrade the environment aesthetically, culturally and/or historically.

1.2.2 Environmental Protection

Environmental protection is the prevention/control of pollution and habitat disruption that may occur to the environment during construction. The control of environmental pollution and damage requires consideration of land, water, and air; biological and cultural resources; and includes management of visual aesthetics; noise; solid, chemical, gaseous, and liquid waste; radiant energy and radioactive material as well as other pollutants.

1.2.3 Contractor Generated Hazardous Waste

Contractor generated hazardous waste means materials that, if abandoned or disposed of, may meet the definition of a hazardous waste. These waste streams would typically consist of material brought on site by the Contractor to execute work, but are not fully consumed during the course of construction. Examples include, but are not limited to, excess paint thinners (i.e. methyl ethyl ketone, toluene etc.), waste thinners, excess paints, excess solvents, waste solvents, and excess pesticides, and contaminated pesticide equipment rinse water.

1.2.4 Waters of the United States

All waters which are under the jurisdiction of the Clean Water Act, as defined in 33 CFR 328.

1.3 GENERAL REQUIREMENTS

The Contractor shall minimize environmental pollution and damage that may occur as the result of construction operations. The environmental resources within the project boundaries and those affected outside the limits of permanent work shall be protected during the entire duration of this contract. The Contractor shall comply with all applicable environmental Federal, State, and local laws and regulations. The Contractor shall be responsible for any delays resulting from failure to comply with environmental laws and regulations.

1.4 SUBCONTRACTORS

The Contractor shall ensure compliance with this section by subcontractors.

1.5 PAYMENT

No separate payment will be made for work covered under this section. The Contractor shall be responsible for payment of fees associated with environmental permits, application, and/or notices obtained by the Contractor. All costs associated with this section shall be included in the contract price. The Contractor shall be responsible for payment of all fines/fees for violation or non-compliance with Federal, State, Regional

and local laws and regulations.

1.6 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will perform additional review of the submittal for the Government: "ERB" represents the Environmental Resources Branch. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

- Environmental Protection Plan; G ERB
- Eelgrass Protection Plan; G ERB
- Water Quality Firm; G ERB
- Salt Marsh Bird's Beak Survey
- Caulerpa taxifolia* and Eelgrass Survey Firm; G ERB
- Caulerpa taxifolia* Survey
- Pre-dredge Eelgrass Survey
- Nest Monitoring Firm; G ERB

SD-07 Certificates

- Water Quality Monitoring Work Plan; G ERB
- Water Quality Monitoring Progress Reports
- Manifest
- Nest Monitoring Work Plan; G ERB
- Nest Monitoring Progress Reports

SD-11 Closeout Submittals

- Water Quality Monitoring Final Report
- Post-dredge Eelgrass Survey
- Nest Monitoring Final Report

1.7 ENVIRONMENTAL PROTECTION PLAN

Submit ENVIRONMENTAL PROTECTION PLAN

Within twenty (20) calendar days of Notice of Award, the Contractor shall submit an Environmental Protection Plan for review and acceptance by the Contracting Officer. The Government will consider an interim plan for the first 30 days of operations. However, the Contractor shall furnish an acceptable final plan not later than 30 calendar days after receipt of the Notice to Proceed. Acceptance is conditional and is predicated upon satisfactory performance during construction. No physical work at the site shall begin prior to acceptance of the Contractor's plan or an interim plan covering the work to be performed. The Government reserves the right to require the Contractor to make changes in the Environmental Protection Plan or operations if the Contracting Officer determines that environmental protection requirements are not being met.

The purpose of the Environmental Protection Plan is to present a comprehensive overview of known or potential environmental issues which the Contractor must address during construction. Issues of concern shall be defined within the Environmental Protection Plan as outlined in this section. The plan shall detail the actions which the Contractor shall take to comply with all applicable Federal, State, and local laws and regulations concerning environmental protection and pollution control and abatement, as well as the additional specific requirements of this

contract. The Contractor shall address each topic at a level of detail commensurate with the environmental issue and required construction task(s). Topics or issues which are not identified in this section, but which the Contractor considers necessary, shall be identified and discussed after those items formally identified in this section. Prior to submittal of the Environmental Protection Plan, the Contractor shall meet with the Contracting Officer for the purpose of discussing the implementation of the initial Environmental Protection Plan; possible subsequent additions and revisions to the plan including any reporting requirements; and methods for administration of the Contractor's Environmental Plans. The Environmental Protection Plan shall be current and maintained onsite by the Contractor.

1.7.1 Compliance

No requirement in this Section shall be construed as relieving the Contractor of any applicable Federal, State, and local environmental protection laws and regulations. During Construction, the Contractor shall be responsible for identifying, implementing, and submitting for approval any additional requirements to be included in the Environmental Protection Plan.

1.7.2 Laws, Regulations, and Permits

The Contractor shall provide as part of the Environmental Protection Plan a list of Federal, State, and local laws, regulations, and permits concerning environmental protection, pollution control and abatement that are applicable to the Contractor's proposed operations and the requirements imposed by those laws, regulations, and permits. Permits obtained by the Contractor shall be attached to, and specific conditions included in the Environmental Protection plan.

1.7.3 Contents

The environmental protection plan shall include, but shall not be limited to, the following:

- a. Name(s) of person(s) within the Contractor's organization who is(are) responsible for ensuring adherence to the Environmental Protection Plan.
- b. Name(s) and qualifications of person(s) responsible for manifesting hazardous waste to be removed from the site.
- c. Name(s) and qualifications of person(s) responsible for training the Contractor's environmental protection personnel.
- d. Description of the Contractor's environmental protection personnel training program.
- e. An erosion and sediment control plan which identifies the type and location of the erosion and sediment controls to be provided. The plan shall include monitoring and reporting requirements to assure that the control measures are in compliance with the erosion and sediment control plan, Federal, State, and local laws and regulations. A Storm Water Pollution Prevention Plan (SWPPP) may be substituted for this plan.
- f. Drawings showing locations of proposed temporary excavations or embankments for haul roads, stream crossings, material storage areas,

structures, sanitary facilities, and stockpiles of excess or spoil materials including methods to control runoff and to contain materials on the site.

g. Traffic control plans including measures to reduce erosion of temporary roadbeds by construction traffic, especially during wet weather. Plan shall include measures to minimize the amount of mud transported onto paved public roads by vehicles or runoff.

h. Work area plan showing the proposed activity in each portion of the area and identifying the areas of limited use or nonuse. Plan should include measures for marking the limits of use areas including methods for protection of features to be preserved within authorized work areas.

i. Drawing showing the location of borrow areas.

j. The Spill Control plan shall include the procedures, instructions, and reports to be used in the event of an unforeseen spill of a substance regulated by 40 CFR 68, 40 CFR 302, 40 CFR 355, and/or regulated under State or Local laws and regulations. The Spill Control Plan supplements the requirements of EM 385-1-1. This plan shall include as a minimum:

1. The name of the individual who will report any spills or hazardous substance releases and who will follow up with complete documentation. This individual shall immediately notify the Contracting Officer in addition to the legally required Federal, State, and local reporting channels (including the National Response Center 1-800-424-8802) if a reportable quantity is released to the environment. The plan shall contain a list of the required reporting channels and telephone numbers.

2. The name and qualifications of the individual who will be responsible for implementing and supervising the containment and cleanup.

3. Training requirements for Contractor's personnel and methods of accomplishing the training.

4. A list of materials and equipment to be immediately available at the job site, tailored to cleanup work of the potential hazard(s) identified.

5. The names and locations of suppliers of containment materials and locations of additional fuel oil recovery, cleanup, restoration, and material-placement equipment available in case of an unforeseen spill emergency.

6. The methods and procedures to be used for expeditious contaminant cleanup.

k. A non-hazardous solid waste disposal plan identifying methods and locations for solid waste disposal. The plan shall include schedules for disposal. The Contractor shall identify any subcontractors responsible for the transportation and disposal of solid waste. Licenses or permits shall be submitted for solid waste disposal sites that are not a commercial operating facility. Evidence of the disposal facility's acceptance of the solid waste shall be attached to this plan. The Contractor shall attach a copy of each of the Non-hazardous

Solid Waste Diversion Reports to the disposal plan. The report shall be submitted on the first working day after the first quarter that non-hazardous solid waste has been disposed and/or diverted and shall be for the previous quarter (e.g. the first working day of January, April, July, and October). The report shall indicate the total amount of waste generated and total amount of waste diverted in cubic or tons along with the percent that was diverted.

l. A recycling and solid waste minimization plan with a list of measures to reduce consumption of energy and natural resources. The plan shall detail the Contractor's actions to comply with and to participate in Federal, State, Regional, and local government sponsored recycling programs to reduce the volume of solid waste at the source. The Contractor shall collect glass bottles, aluminum cans, and paper at the job site for recycling.

m. An air pollution control plan detailing provisions to assure that dust, debris, materials, trash, etc., do not become air borne and travel off the project site.

n. A contaminant prevention plan that contains the following: identifies potentially hazardous substances to be used on the job site; identifies the intended actions to prevent introduction of such materials into the air, water, or ground; and details provisions for compliance with Federal, State, and local laws and regulations for storage and handling of these materials. In accordance with EM 385-1-1, a copy of the Material Safety Data Sheets (MSDS) and the maximum quantity of each hazardous material to be on site at any given time shall be included in the contaminant prevention plan. As new hazardous materials are brought on site or removed from the site, the plan shall be updated.

o. A waste water management plan that identifies the methods and procedures for management and/or discharge of waste waters which are directly derived from construction activities, such as concrete curing water, clean-up water, dewatering of ground water, disinfection water, hydrostatic test water, and water used in flushing of lines. If a settling/retention pond is required, the plan shall include the design of the pond including drawings, removal plan, and testing requirements for possible pollutants. If land application will be the method of disposal for the waste water, the plan shall include a sketch showing the location for land application along with a description of the pre-treatment methods to be implemented. If surface discharge will be the method of disposal, a copy of the permit and associated documents shall be included as an attachment prior to discharging the waste water. If disposal is to a sanitary sewer, the plan shall include documentation that the Waste Water Treatment Plant Operator has approved the flow rate, volume, and type of discharge.

p. A historical, archaeological, cultural resources, and biological resources plan that defines procedures for identifying and protecting historical, archaeological, cultural resources, and biological resources known to be on the project site: and/or identifies procedures to be followed if historical archaeological, cultural resources, and biological resources not previously known to be onsite or in the area are discovered during construction. The plan shall include methods to assure the protection of known or discovered resources and shall identify lines of communication between Contractor personnel and the Contracting Officer.

q. A plan to monitor nesting of listed species near dredging activities and to monitor nests near transit channels to be followed during the nesting seasons. The plan shall include, at a minimum:

1. The name of the individual who will coordinate dredging activities with monitoring activities.
2. Names and qualifications of individuals responsible for and conducting nest monitoring.
3. Methodologies for identifying and monitoring nests for impacts, including criteria for determining significance of observed impacts.
4. Procedures for notifying Contracting Officer of impacts and required measures to reduce/eliminate future impacts.
5. Reports to be submitted to the Contracting Officer after each nesting season summarizing the results of nest monitoring efforts.

r. A Barge/Scow Monitoring Plan that identifies methods and procedures for monitoring loaded barges/scows to ensure that dredged/excavated materials are not leaking in transit from the Upper Bay to the disposal sites.

1.7.4 Appendix

Copies of all environmental permits, permit application packages, approvals to construct, notifications, certifications, reports, and termination documents shall be attached, as an appendix, to the Environmental Protection Plan.

1.8 PROTECTION FEATURES

This section supplements the Contract clause PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS. The Contractor shall prepare a list of features requiring protection under the provisions of the contract clause which are not specifically identified on the drawings as environmental features requiring protection. The Contractor shall protect those environmental features, indicated specifically on the drawings, in spite of interference which their preservation may cause to the Contractor's work under contract.

The Contractor shall avoid impacts to existing eelgrass beds. A pre-construction survey of the existing eel grass beds will be conducted by the Contractor prior to the start of work. The Contractor shall use the survey to prepare an eelgrass Protection Plan that will detail measures the Contractor will take to avoid impacts to existing eelgrass beds. The Eelgrass Protection Plan shall be submitted with the Environmental Protection Plan.

1.9 PERMITS

The Corps of Engineers will not obtain any permits for this project. See Contract Clause entitled "PERMIT AND RESPONSIBILITIES".

1.10 ENVIRONMENTAL REQUIREMENTS

The Contractor shall comply with the environmental requirements included in PART 3 EXECUTION. These environmental requirements are an outgrowth of environmental commitments made by the Government during the project development.

1.11 ENVIRONMENTAL ASSESSMENT OF CONTRACT DEVIATIONS

The Contract specifications have been prepared to comply with the special conditions and mitigation measures of an environmental nature which were established during the planning and development of this project. The Contractor is advised that deviations from the drawings or specifications (e.g., proposed alternate borrow areas, fill areas, staging areas, alternate access routes, scheduling delays, unauthorized activities in designated "no work" areas etc.) could result in the requirement for the Government to reanalyze the project from an environmental standpoint. Deviations from the construction methods and procedures indicated by the plans and specifications which may have an environmental impact will require an extended review, processing, and approval time by the Government. The Contracting Officer reserves the right to disapprove alternate methods, even if they are more cost effective, if the Contracting Officer determines that the proposed alternate method will have an adverse environmental impact.

1.12 NOTIFICATION

The Contracting Officer will notify the Contractor in writing of any observed noncompliance with Federal, State or local environmental laws or regulations, permits, and other elements of the Contractor's Environmental Protection plan. The Contractor shall, after receipt of such notice, inform the Contracting Officer of the proposed corrective action and take such action when approved by the Contracting Officer. The Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No time extensions shall be granted or equitable adjustments allowed to the Contractor for any such suspensions. This is in addition to any other actions the Contracting Officer may take under the contract, or in accordance with the Federal Acquisition Regulation or Federal Law.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 ENVIRONMENTAL PERMITS AND COMMITMENTS

The Contractor shall be responsible for obtaining and complying with all environmental permits and commitments required by Federal, State, Regional, and local environmental laws and regulations.

3.2 LAND RESOURCES

The Contractor shall confine all activities to areas defined by the drawings and specifications. Prior to the beginning of any construction, the Contractor shall identify any land resources to be preserved within the work area. Except in areas indicated on the drawings or specified to be cleared, the Contractor shall not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, topsoil, and land forms without approval. No ropes, cables, or guys shall be fastened to or attached to any trees for anchorage unless specifically authorized. The

Contractor shall provide effective protection for land and vegetation resources at all times as defined in the following subparagraphs. Stone, soil, or other materials displaced into uncleared areas shall be removed by the Contractor.

3.2.1 Work Area Limits

Prior to commencing construction activities, the Contractor shall mark the areas that need not be disturbed under this contract. Isolated areas within the general work area which are not to be disturbed shall be marked or fenced. Monuments and markers shall be protected before construction operations commence. Where construction operations are to be conducted during darkness, any markers shall be visible in the dark. The Contractor's personnel shall be knowledgeable of the purpose for marking and/or protecting particular objects.

3.2.2 Erosion Controls

The Contractor shall be responsible for providing erosion and sediment control measures in accordance with Federal, State, and local laws and regulations. The erosion and sediment controls selected and maintained by the Contractor shall be such that water quality standards are not violated as a result of the Contractor's construction activities. The Contractor shall construct or install temporary and permanent erosion and sediment control best management practices (BMPs). BMPs may include, but not limited to, vegetation cover, streambank stabilization, slope stabilization, silt fences, construction of terraces, interceptor channels, sediment traps, inlet and outfall protection, diversion channels, and sedimentation basins.

3.2.3 Contractor Facilities and Work Areas

The Contractor's field offices, staging areas, stockpile storage, and temporary buildings shall be placed in areas designated on the drawings or as directed by the Contracting Officer. Temporary movement or relocation of Contractor facilities shall be made only when approved. Erosion and sediment controls shall be provided for on-site borrow and spoil areas to prevent sediment from entering nearby waters. Temporary excavation and embankments for plant and/or work areas shall be controlled to protect adjacent areas.

3.3 WATER RESOURCES

3.3.1 General

Special management techniques as set out below shall be implemented to control water pollution by the construction activities. These techniques supplement requirements in the Environmental Impact Statement/ Environmental Impact Report (EIS/EIR), and 404 (b)(1) Evaluation prepared for this project, and the safety requirements under this Contract.

3.3.2 Dredging and Fill Activities

All dredging and fill activities will remain within the boundaries specified in the plans. There will be no dumping of fill or material outside of the project area, reference SECTION 02020 DREDGING AND EXCAVATION.

3.3.3 Turbidity Plume Reduction

All water areas affected by construction activities shall be monitored by the contractor. Daily observations shall be made for each operation with summaries included in the weekly Water Quality Monitoring Progress Reports. If turbidity exceeds parameters (reference paragraph: Mitigation Measures) the Contractor shall modify operations to reduce the turbidity plume caused by dredge and/or fill operations. The Contractor may be required to use a silt curtain or other modifications that control and localize the plume. Modifications may include the use of a floating debris boom, with a skirt not less than 1.5 feet deep. This boom shall be placed in a manner that will prevent spills, floating objects, and suspended sediments from drifting away from the site. Modifications may also include changes to dredging equipment or operations (i.e., converting type or size of clamshell bucket, ceasing overflow of hopper dredge or disposal scow, and limiting operations to ebb tide), and slowing or temporarily stopping operations until directed by the Contracting Officer to resume normal operations.

3.3.4 Spill and Fouling Prevention

During the performance of the work, the Contractor shall institute and enforce procedures to prevent spills and floating debris from fouling the local waters and beach. Dredge operations may be modified during ebb tide to prevent fouling of local waters and/or beaches. Should these procedures fail, the Contractor shall promptly clean up all spills and debris.

3.3.5 Daily Clean Up

At the end of each work shift, loose materials on adjoining structures and debris in the water and on the beach shall be removed by the Contractor and disposed of off site.

3.3.6 Material Causing Pollution or Danger to Navigation

Should the Contractor dump, throw overboard, sink or misplace material, plant, machinery appliance that may be dangerous to navigation, or cause pollution of the waters, the Contractor shall give immediate notice to the Contracting Officer and, if required shall boom, buoy or otherwise mark the location of the incident until the obstruction or pollution problem is removed. If diving is required to obtain specific/lost items, all contract diving operations will be in compliance with section 30 of EM 385-1-1. Should the Contractor refuse, neglect or delay compliance with these requirements, the necessary removal and cleanup may be accomplished by other forces and the costs of this removal and cleanup may be deducted from the monies due or to become due the Contractor.

3.3.7 Spill Contingency Plan

The Contractor shall develop a spill contingency plan prior to construction. Such a plan shall outline procedures for containing and handling spills from machinery during construction, and protect harbor waters from accidental hydrocarbon contamination. Oil containment and clean up equipment shall be kept on site during removal of the oil pipeline. Workers shall be trained in proper handling and disposal of waste materials. Reference paragraph: Environmental Protection Plan.

3.3.8 Water Quality Monitoring

The Contractor shall keep construction activities under surveillance,

management, and control to avoid pollution of surface and ground waters. The Contractor shall be responsible for performing water quality sampling and reporting.

3.3.9 Water Quality Monitoring Firm

The Contractor shall submit the name and qualifications of the Water Quality Firm to be hired to conduct the water quality monitoring, for acceptance by the Contracting Officer. Work shall not proceed until the Contracting Officer has provided written approval of the selected firm.

3.3.10 Water Quality Monitoring Work Plan

The Contractor shall prepare a detailed Water Quality Monitoring Work Plan for the proposed water quality monitoring. The Work Plan shall contain all procedures required to conduct the water quality monitoring including, but not limited to: standard operating procedures; quality assurance/quality control; schedules; lists of personnel; instrument maintenance and calibration; record keeping; weekly and final report preparation requirements; water sample collection, handling, analysis (including detection limits), reporting requirements; and safety requirements.

Within twenty (20) calendar days of Notice of Award, the Contractor shall submit a Water Quality Monitoring Work Plan for review and acceptance by the Contracting Officer. The Government will consider an interim plan for the first 30 days of operations. However, the Contractor shall furnish an acceptable final plan not later than 30 calendar days after receipt of the Notice to Proceed. Acceptance is conditional and is predicated upon satisfactory performance during construction. No physical work at the site shall begin prior to acceptance of the Contractor's plan or an interim plan covering the work to be performed. The Government reserves the right to require the Contractor to make changes in the Water Quality Monitoring Work Plan or operations if the Contracting Officer determines that environmental protection requirements are not being met.

3.3.11 Water Quality Sampling Protocol

The following sampling protocol shall be undertaken during the dredging and fill operations. Sampling for the receiving water monitoring shall commence at least one week prior to the start of the dredging and fill operations and continue at least one week following the completion of all such operations. Sampling shall be conducted a minimum of once a week during dredging and/or fill operations. Sampling shall be conducted down current of the dredge and/or fill sites at least one hour after the start of operations. Sampling shall be conducted at one-meter intervals through the water column starting one meter below the water surface and ending one meter above the bottom. For the case of a confined fill area for disposal, sampling stations shall be referenced to the overflow weir of the confined fill site (i.e. the discharge point to the harbor receiving waters). All receiving water monitoring data shall be obtained via grab samples or remote electronic detection equipment. Receiving water samples shall be taken at the following stations:

<u>Station</u>	<u>Description</u>
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A:	30 meters up current of the dredging/disposal operations, safety permitting.
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B:	30 meters down current of the dredging/disposal operations, safety permitting.
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C: 100 meters down current of the dredging/disposal.
D: Control site (area not affected by dredging/disposal operations).

Water Column Monitoring

Parameters	Units	Station	Frequency
Dissolved Oxygen	mg/l	A thru D	Weekly
Light Transmittance	% Transmittance	A thru D	Weekly
pH	pH units	A thru D	Weekly
Suspended Solids*	mg/l	A thru D	Monthly

*Note: Shall be performed by a state-certified laboratory.

Water column light transmittance values from stations C and D shall be averaged for the near surface (1 meter below the water surface), mid-water, and bottom (1 meter above the bottom). If the difference in percent light transmittance between stations C and D for each averaged value is 40% or greater water samples shall be collected at mid depth from station C and analyzed for total suspended solids. Averaged values for light transmittance values from Stations C and D shall be converted into Nephelometric Turbidity Units (NTUs) for purposes of inclusion into the weekly reports.

3.3.12 Mitigation Measures

If, while dredging materials, light transmittance at 100 meters downcurrent of the dredge or disposal site is greater than 40% below related depth averages at the control site; or dissolved oxygen concentrations fall below 5.0 mg/l (unless background readings indicate low dissolved oxygen concentrations), the Contractor shall modify operations as necessary to reduce the turbidity. Reference paragraph: Turbidity Plume Reduction.

3.3.13 Water Quality Monitoring Progress Reports

The Contractor shall prepare and submit weekly Water Quality Monitoring Progress Reports to the Contracting Officer for approval. Weekly progress reports will cover all activities up to and including the last day of each week during which monitoring activities take place. Progress reports shall be submitted by Friday of each week. Electronic submittals or faxed submittals are acceptable.

ESRI ArcView 3.2a (or Internet-enabled equivalent) will be used to manage and track the data collected. All submitted data should be in a format compatible with the system, such as MS Access database (or SQL-based equivalent), AutoCAD 14 or 2000 drawings, scanned and/or digital images, digital tables (MS Excel, MS Word), shape files and/or GIS coverages. In addition, that GIS system will be interchangeable and consistent with the system used by the Waterways Experiment Station for dredge disposal and monitoring.

3.3.14 Final Report

The Contractor shall prepare and submit a Water Quality Monitoring Final Report to the Contracting Officer for approval. The final report shall consist of the originals and five (5) copies of the final report. All text and plates shall be xerographically reproducible.

The entire final deliverable (word processing document and drawings, etc.) shall be combined into a single CD. A navigation tree and document viewing

window shall be visible upon opening the PDF file. The navigation file shall be indexed similarly to the table of contents and the lists of figures and tables in the document. Each major section break, figure, table, or appendix shall be individually book-marked. Each CD shall be labeled with contract and delivery order number, document title, activity name, and final document approval date. Electronic and written submittals shall be submitted to the Contracting Officer and a copy sent to the following:

U.S. Army Corps of Engineers
Environmental Resources Branch
Attn: Mr. Larry Smith, CESPL-PD-RN
P.O. Box 532711
Los Angeles, CA 90053-2325
Lawrence.J.Smith@spl01.usace.army.mil

Any supporting documentation (i.e., original field notes, computer disks, records of interviews, data, pictures, working papers, etc.) shall become property of the Government.

3.4 AIR RESOURCES

3.4.1 General

Special management techniques as set out below shall be implemented to control air pollution by the construction activities. These techniques supplement the requirements of Federal, State, and local laws and regulations; and the safety requirements under this Contract. If any of the following techniques conflict with the requirements of Federal, State, or local laws or regulations, or safety requirements under this contract, then those requirements providing added protection of air resources shall be followed in lieu of the following.

The Contractor shall keep construction activities under surveillance, management and control to minimize pollution of air resources. All activities, equipment, processes, and work operated or performance by the Contractor in accomplishing the specified construction shall be in strict accordance with the South Coast Air Quality Management District (SCAQMD) permit (reference paragraph: ENVIRONMENTAL PERMITS AND COMMITMENTS) requirements and all Federal emission and performance laws and standards. Special management techniques as set out below shall be implemented to control/air pollution by the construction activities that are included in the contract.

3.4.2 Particulates

Airborne particulates, including dust particles, from construction activities and processing and preparation of materials shall be controlled at all times, including weekends, holidays, and hours when work is not in progress. The Contractor shall maintain all excavations, stockpiles, and all other work areas within or outside the project boundaries free from particulates which would exceed local air pollution standards pursuant with the SCAQMD Permit (reference paragraph: ENVIRONMENTAL PERMITS AND COMMITMENTS). The Contractor must have sufficient competent equipment available to accomplish this task. Particulate control shall be performed as the work proceeds and whenever a particulate nuisance or hazard occurs. Burning will not be allowed on the project site unless specified in other sections of the specifications or authorized in writing by the Contracting

Officer. The specific time, location, and manner of burning shall be subject to approval.

3.4.3 Emissions

Permitted emissions will be in accordance with SCAQMD Permit (reference paragraph: ENVIRONMENTAL PERMITS AND COMMITMENTS)

3.4.4 Hydrocarbons and Carbon Monoxide

Hydrocarbons and carbon monoxide emissions from equipment shall be controlled to Federal and State allowable limits at all times.

3.4.5 Odors

Odors shall be controlled at all times for all construction activities, processing and preparation of materials.

3.4.6 Other Commitments

- a. The Contractor shall use electric dredge(s), to the maximum extent practicable. If the Contractor chooses to utilize diesel dredge(s), diesel dredge(s) equipped with Selective Catalytic Reduction (SCR) or equivalent emission control system shall be used.
- b. Use clean, low NOx engines, alternate fuels, electrification, catalytic converters, particulate traps, and other advanced technology when feasible.
- c. Properly tune and maintain all construction equipment.
- d. Encourage construction workers to carpool.
- e. Discontinue construction activities during a Stage 1 Smog Alert if required by the contractor's SCAQMD permit, reference paragraph: ENVIRONMENTAL PERMITS AND COMMITMENTS.
- f. Implement injection timing retard on diesel powered equipment where feasible.
- g. Electrify booster pump and other stationary emission sources.
- h. Use ARB reformulated diesel fuel in off road equipment during construction.
- i. Equipment shall not be left idling for prolonged periods of time.

3.5 NOISE

3.5.1 Noise Suppression

Contractor shall comply with the CONTRACT CLAUSE: PERMITS AND RESPONSIBILITIES. In order to minimize noise impacts to the residential community and the protected species/habitat, the Contractor shall comply with all Federal, State and Local requirements and the terms of this contract, as specified herein. If noise monitoring demonstrates that project-generated noise levels continue to exceed the Local performance standards, the Contractor shall immediately make additional modifications

to assure compliance. If the Contractor fails to meet the standards, then the Contractor shall restrict the work hours to the restricted work hours specified in specification section 01200 General Requirements. Additionally, in order to reduce noise impacts, the Contractor shall comply with the following measures indicated in the following paragraphs.

3.5.2 Equipment Noise

All internal combustion powered equipment shall be equipped with properly operating mufflers and kept in a proper state of tune to alleviate back-fires. Engines, if exposed, shall be fitted with protective shrouds to reduce motor noise. All portable and support equipment shall be located as far as possible from sensitive areas.

All dredging equipment and tug boats shall be operated only with their engine hatches (if so equipped) in a closed position. If such equipment uses a free-standing or exposed engine, an acoustic shroud, lead curtain, or other such device shall be employed to reduce mechanical noise.

All internal combustion engines (including dredge, tugs, and pumps) shall be fitted with properly operating mufflers or exhaust gasses shall be routed below the waterline.

All exposed mechanical apparatus which employs metal-on-metal wear points, e.g., gears, pulleys, etc.) shall be well lubricated and maintained as per manufacture's specifications.

Internal combustion equipment may be replaced by electric equipment.

3.5.3 Limit Use of Generators

Where feasible, electricity shall be obtained from the local power grid to avoid use of portable generators.

3.5.4 Response to Noise Complaints

The Contractor shall designate a disturbance coordinator responsible for responding to noise complaints. The disturbance coordinator's name and telephone number shall be clearly posted at the construction site. It would be this person's responsibility to respond to complaints, abate noise, determine the cause, and implement measures to mitigate the impact.

3.5.5 Independent Noise Monitor

An independent consultant shall monitor noise levels at a representative number of proximate receptor locations during the night to ensure that operations do not exceed the performance standards promulgated at the Local level. The consultant shall be knowledgeable in noise measurement techniques with demonstrated experience. The number of and location of the measurements shall be based on methodology developed by the consultant but shall include dredge operations (including the tug boat used to move the scows for clamshell dredging and all pumps for hydraulic dredging) as well as any tug boat operations in the lower channel. Furthermore, additional measurements shall be obtained if and when the dredge is relocated more than 152 meters (500 feet) closer to proximate residents than was recorded for the prior measurements.

3.6 CHEMICAL MATERIALS MANAGEMENT AND WASTE DISPOSAL

Disposal of wastes shall be as directed below, unless otherwise specified in other sections and/or shown on the drawings.

3.6.1 Solid Wastes

Solid wastes (including trash and debris dredged from the work area, but excluding clearing debris and hazardous waste as defined in the following paragraphs.) shall be placed in containers which are emptied on a regular schedule. Handling, storage, and disposal shall be conducted to prevent contamination. Segregation measures shall be employed so that no hazardous or toxic waste will become co-mingled with solid waste. The Contractor shall transport solid waste off Government property and dispose of it in compliance with Federal, State, and local requirements for solid waste disposal. A Subtitle D RCRA permitted landfill shall be the minimum acceptable off-site solid waste disposal option. The Contractor shall verify that the selected transporters and disposal facilities have the necessary permits and licenses to operate.

3.6.2 Clearing Debris

Clearing debris is trees, tree stumps, tree trimmings, and shrubs, and leaves, vegetative matter, excavated natural materials (e.g., dirt, sand, and rock), and demolition products (e.g., brick, concrete, glass, and metals).

a. The Contractor shall collect trees, tree stumps, tree trimmings, shrubs, leaves, and other vegetative matter; and shall transport from Government property for proper disposal in compliance with Federal, State, and local requirements. The Contractor shall segregate the matter where appropriate for proper disposal. Untreated and unpainted scrap lumber may be disposed of with this debris where appropriate.

b. Demolition products shall be transported from Government property for proper disposal in compliance with Federal, State, and local requirements.

3.6.3 Chemicals and Chemical Wastes

Chemicals shall be dispensed ensuring no spillage to the ground or water. Periodic inspections of dispensing areas to identify leakage and initiate corrective action shall be performed and documented. This documentation will be periodically reviewed by the Government. Chemical waste shall be collected in corrosion resistant, compatible containers. Collection drums shall be monitored and removed to a staging or storage area when contents are within 15 centimeters of the top. Wastes shall be classified, managed, stored, and disposed of in accordance with Federal, State, and local laws and regulations.

3.6.4 Contractor Generated Hazardous Wastes/Excess Hazardous Materials

Hazardous wastes are defined in 40 CFR 261, or are as defined by applicable State and local regulations. Hazardous materials are defined in 49 CFR 171 - 178. The Contractor shall, at a minimum, manage and store hazardous waste in compliance with 40 CFR 262. The Contractor shall take sufficient measures to prevent spillage of hazardous and toxic materials during dispensing.

The Contractor shall segregate hazardous waste from other materials and wastes, shall protect it from the weather by placing it in a safe covered location, and shall take precautionary measures such as berming or other appropriate measures against accidental spillage.

The Contractor shall be responsible for storage, describing, packaging, labeling, marking, and placarding of hazardous waste and hazardous material in accordance with 49 CFR 171 - 178, State, and local laws and regulations.

The Contractor shall transport Contractor generated hazardous waste off Government property within 60 days in accordance with the Environmental Protection Agency and the Department of Transportation laws and regulations. The Contractor shall dispose of hazardous waste in compliance with Federal, State and local laws and regulations.

Spills of hazardous or toxic materials shall be immediately reported to the Contracting Officer. Cleanup and cleanup costs due to spills shall be the Contractor's responsibility. The disposition of Contractor generated hazardous waste and excess hazardous materials are the Contractor's responsibility.

3.6.5 Fuel and Lubricants

Storage, fueling and lubrication of equipment and motor vehicles shall be conducted in a manner that affords the maximum protection against spill and evaporation. Fuel, lubricants and oil shall be managed and stored in accordance with all Federal, State, Regional, and local laws and regulations. Used lubricants and used oil to be discarded shall be stored in marked corrosion-resistant containers and recycled or disposed in accordance with 40 CFR 279, State, and local laws and regulations.

3.6.6 Removal of Toxic Material

a. Railroad ties, timber piles, crane rails, timber wharf, and utility poles present within the facility contain creosote preservative which the State of California has determined to be toxic. Remove and dispose of this material in accordance with applicable Federal, State and Local laws and regulations.

b. Submit 2 copies of the Manifest from the transporter of the toxic material to the Contracting Officer.

3.6.7 Asbestos Abatement

a. Perform asbestos abatement work in conformance with California Occupational Safety and Health Administration (CAL/OSHA), South Coast Air Quality Management District (SCAQMD), United States Environmental Protection Agency-Region IX (EPA), State of California laws and regulations.

b. Obtain and pay for fees and permits and meet the Federal, State and local laws and regulations for the removal and disposal of asbestos.

3.6.8 Unforeseen Hazardous or Regulated Material

All known hazardous or regulated materials are indicated in the contract documents. If material that is not indicated in the contract documents is encountered that may be dangerous to human health upon disturbance during construction operations, stop that portion of work and notify the

Contracting Officer immediately. Intent is to identify materials such as PCB, lead paint, mercury, petroleum products, and friable and nonfriable asbestos. Within 14 calendar days the Government will determine if the material is hazardous. If the material is not hazardous or poses no danger, the Government will direct the Contractor to proceed without change. If the material is hazardous and handling of the material is necessary to accomplish the work, the Government will issue a modification pursuant to "FAR 52.243-4, Changes" and "FAR 52.236-2, Differing Site Conditions."

3.7 RECYCLING AND WASTE MINIMIZATION

The Contractor shall participate in State and local government sponsored recycling programs. The Contractor is further encouraged to minimize solid waste generation throughout the duration of the project.

3.8 HISTORICAL, ARCHAEOLOGICAL, AND CULTURAL RESOURCES

If during excavation or other construction activities any previously unidentified or unanticipated historical, archaeological, and cultural resources are discovered or found, all activities that may damage or alter such resources shall be temporarily suspended. Resources covered by this paragraph include but are not limited to: anchors, shipwrecks, any human skeletal remains or burials; artifacts; shell, midden, bone, charcoal, or other deposits; rock or coral alignments, pavings, wall, or other constructed features; and any indication of agricultural or other human activities. Upon such discovery or find, the Contractor shall immediately notify the Contracting Officer so that the appropriate authorities may be notified and a determination made as to their significance and what, if any, special disposition of the finds should be made. The Contractor shall cease all activities that may result in impact to or the destruction of these resources. The Contractor shall cease all activities in the area of the find until the requirements of 36 CFR 800 are met. The Contractor shall secure the area and prevent employees or other persons from trespassing on, removing, or otherwise disturbing such resources.

3.9 BIOLOGICAL RESOURCES

3.9.1 General

The Contractor shall minimize interference with, disturbance to, and damage to fish, wildlife, and plants including their habitat. The Contractor shall be responsible for the protection of threatened and endangered animal and plant species including their habitat in accordance with Federal, State, Regional, and local laws and regulations. Endangered or protected species known to frequent the proposed areas and their respective nesting season include:

Light-footed clapper rail	March to July
Beldings savannah sparrow	Occur year-round, nest in upper marsh and islands March 15 to August 15
California least tern	15 April through 15 September
California brown pelican	non-breeding individuals may occur year-round, roosting on breakwater
Salt marsh bird's beak	Endangered plant, seasonal, found in upland areas

3.9.2 California Least Tern

No construction staging area or construction related activities (i.e. dredging, excavating, driving, hauling, etc.) shall be located within 61 meters of the least tern nesting islands during the least tern nesting season.

If California least tern or other protected species nests are found at a project fill during construction, work in the immediate area of nesting shall be halted, and the Contracting Officer shall be notified immediately.

3.9.3 Salt Marsh Bird's Beak

The Contractor shall avoid working in areas with the endangered plant Salt Marsh Bird's Beak as shown on project drawings. The Contractor shall, not earlier than 90 days and not later than 10 days prior to the start of construction, survey the areas identified on the drawings as having Salt Marsh Bird's Beak in the presence of a representative from the California Department of Fish and Game. Areas where the plant is known to exist shall be staked and the construction activities shall be offset sufficiently so as to avoid impact to the plants. If results of the survey show the Salt Marsh Bird's Beak to be located differently than what is shown on the drawings, the Salt Marsh Bird's Beak Survey shall be submitted to the Contracting Officer prior to the start of construction.

3.9.4 Marine Mammals

Personnel shall not harass any marine mammals or waterfowl.

3.9.5 Incidental Take

The Contractor shall report any incidental take (dead or injured species) immediately to the Contracting Officer. The Contracting Officer shall consult with U.S. Fish and Wildlife Service immediately in the event of incidental take in the form of direct mortality through accidental death of a California least tern, light-footed clapper rail, Belding's savannah sparrow, or California brown pelican. Operations may be stopped if it is suspected that the impact of the taking causes an irreversible and adverse impact on the species.

3.9.6 *Caulerpa taxifolia* and Eelgrass Surveys

The Contractor shall hire a qualified firm to conduct surveys for *Caulerpa taxifolia* and Eelgrass as described below.

3.9.6.1 *Caulerpa taxifolia* and Eelgrass Survey Firm

The Contractor shall submit the name and qualifications of the *Caulerpa taxifolia* and Eelgrass Survey Firm to be hired to conduct the *Caulerpa taxifolia* and Eelgrass surveys, for acceptance by the Contracting Officer. Work shall not proceed until the Contracting Officer has provided written approval of the selected firm. The same firm shall conduct the *Caulerpa taxifolia* and Eelgrass surveys.

3.9.6.2 *Caulerpa taxifolia* Survey

The Contractor shall, not earlier than 90 days and not later than 10 days prior to the start of construction, survey the project area for the presence of *Caulerpa taxifolia*. This survey shall be conducted in accordance with the "Caulerpa Control Protocol" published by the National Marine Fisheries Service, [<http://swr.nmfs.noaa.gov/hcd/ccpv1.htm>]. The

level of survey shall be surveillance, and shall cover the entire project area. Results of the *Caulerpa taxifolia* survey shall be submitted to the Contracting Officer prior to the start of construction. If *Caulerpa taxifolia* is detected, all construction activity shall cease and shall not resume until written approval is provided by the Contracting Officer.

3.9.6.3 Eelgrass Survey

The Contractor shall, not earlier than 90 days and not later than 10 days prior to the start of construction, conduct a Pre-dredge Eelgrass Survey of the entire project area and map all occurrences of eelgrass. The information will be mapped on the contract drawings. Dredge plans will be designed to dredge no closer than 15 meters to any of the mapped eelgrass beds.

The Contractor shall, within 30 days of completion of the work, perform a Post-dredge Eelgrass Survey of only the areas of occurrences of eelgrass identified in the Pre-dredge Eelgrass Survey and map all occurrences of eelgrass. Any losses will be mitigated by the Contractor in accordance with the "Southern California Eelgrass Mitigation Policy" published by the National Marine Fisheries Service and located at [<http://swr.nmfs.noaa.gov/hcd/eelpol.htm>].

For each eelgrass survey, the Contractor shall provide the boundary of any eelgrass areas as an electronic media (IBM compatible, ASCII format) in delimiting files of easting and northing (x,y) in the State Plane Coordinate System of 1983 - meters (SPCS 83), Zone 6, State of California.

The first lines of the data file will list the information as follows:

- * Project Name: Upper Newport Bay Ecosystem Restoration Project - Eelgrass Survey
- * Date of Survey
- * Surveyor's Name and Company Name
- * Area Surveyed
- * Horizontal Datum
- * Any other pertinent information

These first lines will be preceded by an asterisk (*), which indicates a comment line.

A plot of the eelgrass areas shall be mapped onto the contract drawings and shall be submitted along with the x,y data files.

3.9.7 Nest Monitoring

The Contractor shall keep construction activities under surveillance, management, and control to avoid disturbance to nesting marsh bird species, particularly Light-footed clapper rail, Beldings savannah sparrow, California least tern, and California brown pelican. The Contractor shall be responsible for performing nest monitoring and reporting by a qualified biologist as stipulated below.

3.9.7.1 Nest Monitoring Firm

The Contractor shall submit the name and qualifications of the Firm to be hired to conduct the nest monitoring, for acceptance by the Contracting Officer, U.S. Fish and Wildlife Service, and California Department of Fish and Game. The Nest Monitoring Firm shall have all required USFWS permits

for monitoring the threatened and endangered species. Work shall not proceed until the Contracting Officer has provided written approval of the selected firm.

3.9.7.2 Nest Monitoring Work Plan

The Contractor shall prepare a detailed Nest Monitoring Work Plan for the proposed nest monitoring. The Work Plan shall contain all procedures required to conduct the nest monitoring including, but not limited to: standard operating procedures; quality assurance/quality control; schedules; lists of personnel; instrument maintenance and calibration; record keeping; seasonal and final report preparation requirements; reporting requirements; and safety requirements.

Within twenty (20) calendar days of Notice of Award, the Contractor shall submit a Nest Monitoring Work Plan for review and acceptance by the Contracting Officer. Acceptance is conditional and is predicated upon satisfactory performance during construction. No physical work at the site shall begin during the nesting season prior to acceptance of the Contractor's plan. The Government reserves the right to require the Contractor to make changes in the Nest Monitoring Work Plan or operations if the Contracting Officer determines that environmental protection requirements are not being met.

3.9.7.3 Nest Monitoring Protocol

Monitors shall be present during any dredge activities or activities that result in vessel traffic along the channel perimeter of marsh habitat. Monitors shall observe for wake impacts on nearshore nests from small, non-motorized vessels. Monitors shall carry marine radios for purposes of communication with the construction crews for purposes of coordination and safety.

3.9.7.4 Nest Disturbance Mitigation Measures

If disturbance is noted, project activities within 15 meters of the affected nest(s) shall cease until after the breeding season. If disturbance continues, the distance of project activities from the affected nest(s) will increase until the disturbance is no longer observed.

3.9.7.5 Nest Monitoring Progress Reports

The Contractor shall prepare and submit seasonal Nest Monitoring Progress Reports to the Contracting Officer for approval.

3.9.7.6 Nest Monitoring Final Report

The Contractor shall prepare and submit a Nest Monitoring Final Report to the Contracting Officer for approval. The final report shall consist of the originals and five (5) copies of the final report. All text and plates shall be xerographically reproducible.

The entire final deliverable (word processing document and drawings, etc.) shall be combined into a single CD. A navigation tree and document viewing window shall be visible upon opening the PDF file. The navigation file shall be indexed similarly to the table of contents and the lists of figures and tables in the document. Each major section break, figure, table, or appendix shall be individually book-marked. Each CD shall be labeled with contract and delivery order number, document title, activity

name, and final document approval date. Electronic and written submittals shall be submitted to the Contracting Officer and a copy sent to the following:

U.S. Army Corps of Engineers
Environmental Resources Branch
Attn: Mr. Larry Smith, CESPL-PD-RN
P.O. Box 532711
Los Angeles, CA 90053-2325
Lawrence.J.Smith@spl01.usace.army.mil

Any supporting documentation (i.e., original field notes, computer disks, records of interviews, data, pictures, working papers, etc.) shall become property of the Government.

3.10 Night Lighting

To avoid glare from night lighting, the Contractor shall shield the lights and direct them away from the surrounding areas. The Contractor shall redirect lights unnecessarily causing glare off the water surface.

3.11 PREVIOUSLY USED EQUIPMENT

The Contractor shall clean all previously used construction equipment prior to bringing it onto the project site. The Contractor shall ensure that the equipment is free from soil residuals, egg deposits from plant pests, noxious weeds, and plant seeds. The Contractor shall consult with the USDA jurisdictional office for additional cleaning requirements.

3.12 MAINTENANCE OF POLLUTION FACILITIES

The Contractor shall maintain permanent and temporary pollution control facilities and devices for the duration of the contract or for that length of time construction activities create the particular pollutant.

3.13 MILITARY MUNITIONS

In the event the Contractor discovers or uncovers military munitions as defined in 40 CFR 260, the Contractor shall immediately stop work in that area and immediately inform the Contracting Officer.

3.14 TRAINING OF CONTRACTOR PERSONNEL

The Contractor's personnel shall be trained in all phases of environmental protection and pollution control. The Contractor shall conduct environmental protection/pollution control meetings for all Contractor personnel prior to commencing construction activities. Additional meetings shall be conducted for new personnel and when site conditions change. The training and meeting agenda shall include: methods of detecting and avoiding pollution; familiarization with statutory and contractual pollution standards; installation and care of devices, vegetative covers, and instruments required for monitoring purposes to ensure adequate and continuous environmental protection/pollution control; anticipated hazardous or toxic chemicals or wastes, and other regulated contaminants; recognition and protection of archaeological sites, artifacts, wetlands, and endangered species and their habitat that are known to be in the area.

3.15 POST CONSTRUCTION CLEANUP

The Contractor shall clean up all areas used for construction in accordance with Contract Clause: "Cleaning Up". The Contractor shall, unless otherwise instructed in writing by the Contracting Officer, obliterate all signs of temporary construction facilities such as haul roads, work area, structures, foundations of temporary structures, stockpiles of excess or waste materials, and other vestiges of construction prior to final acceptance of the work. The disturbed area shall be graded, filled and the entire area seeded unless otherwise indicated.

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SECTION 01415

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03/97

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SECTION 01415

METRIC MEASUREMENTS
03/97

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM E 380	(1993) Practice for Use of the International System of Units (SI)
ASTM E 621	(1994; R 1999e1) Practice for Use of Metric (SI) Units in Building Design and Construction

1.2 GENERAL

This project includes metric units of measurements. The metric units used are the International System of Units (SI) developed and maintained by the General Conference on Weights and Measures (CGPM); the name International System of Units and the international abbreviation SI were adopted by the 11th CGPM in 1960. A number of circumstances require that both metric SI units and English inch-pound (I-P) units be included in a section of the specifications. When both metric and I-P measurements are included, the section may contain measurements for products that are manufactured to I-P dimensions and then expressed in mathematically converted metric value (soft metric) or, it may contain measurements for products that are manufactured to an industry recognized rounded metric (hard metric) dimensions but are allowed to be substituted by I-P products to comply with the law. Dual measurements are also included to indicate industry and/or Government standards, test values or other controlling factors, such as the code requirements where I-P values are needed for clarity or to trace back to the referenced standards, test values or codes.

1.3 USE OF MEASUREMENTS

Measurements shall be either in SI or I-P units as indicated, except for soft metric measurements or as otherwise authorized. When only SI or I-P measurements are specified for a product, the product shall be procured in the specified units (SI or I-P) unless otherwise authorized by the Contracting Officer. The Contractor shall be responsible for all associated labor and materials when authorized to substitute one system of units for another and for the final assembly and performance of the specified work and/or products.

1.3.1 Hard Metric

A hard metric measurement is indicated by an SI value with no expressed correlation to an I-P value, i.e., where an SI value is not an exact

mathematical conversion of an I-P value, such as the use of 100 mm in lieu of 4 inches. Hard metric measurements are often used for field data such as distance from one point to another or distance above the floor. Products are considered to be hard metric when they are manufactured to metric dimensions or have an industry recognized metric designation.

1.3.2 Soft Metric

- a. A soft metric measurement is indicated by an SI value which is a mathematical conversion of the I-P value shown in parentheses (e.g. 38.1 mm (1-1/2 inches)). Soft metric measurements are used for measurements pertaining to products, test values, and other situations where the I-P units are the standard for manufacture, verification, or other controlling factor. The I-P value shall govern while the metric measurement is provided for information.
- b. A soft metric measurement is also indicated for products that are manufactured in industry designated metric dimensions but are required by law to allow substitute I-P products. These measurements are indicated by a manufacturing hard metric product dimension followed by the substitute I-P equivalent value in parentheses (e.g., 190 x 190 x 390 mm (7-5/8 x 7-5/8 x 15-5/8 inches)).

1.3.3 Neutral

A neutral measurement is indicated by an identifier which has no expressed relation to either an SI or an I-P value (e.g., American Wire Gage (AWG) which indicates thickness but in itself is neither SI nor I-P).

1.4 COORDINATION

Discrepancies, such as mismatches or product unavailability, arising from use of both metric and non-metric measurements and discrepancies between the measurements in the specifications and the measurements in the drawings shall be brought to the attention of the Contracting Officer for resolution.

1.5 RELATIONSHIP TO SUBMITTALS

Submittals for Government approval or for information only shall cover the SI or I-P products actually being furnished for the project. The Contractor shall submit the required drawings and calculations in the same units used in the contract documents describing the product or requirement unless otherwise instructed or approved. The Contractor shall use ASTM E 380 and ASTM E 621 as the basis for establishing metric measurements required to be used in submittals.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

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SECTION 01420

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SECTION 01420

SOURCES FOR REFERENCE PUBLICATIONS

PART 1 GENERAL

1.1 REFERENCES

Various publications are referenced in other sections of the specifications to establish requirements for the work. These references are identified in each section by document number, date and title. The document number used in the citation is the number assigned by the standards producing organization, (e.g. ASTM B 564 Nickel Alloy Forgings). However, when the standards producing organization has not assigned a number to a document, an identifying number has been assigned for reference purposes.

1.2 ORDERING INFORMATION

The addresses of the standards publishing organizations whose documents are referenced in other sections of these specifications are listed below, and if the source of the publications is different from the address of the sponsoring organization, that information is also provided. Documents listed in the specifications with numbers which were not assigned by the standards producing organization should be ordered from the source by title rather than by number. The designations "AOK" and "LOK" are for administrative purposes and should not be used when ordering publications.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)
100 Barr Harbor Drive
West Conshohocken, PA 19428-2959
Ph: 610-832-9585
Fax: 610-832-9555
Internet: <http://www.astm.org>
AOK 5/01
LOK 3/01

CALIFORNIA OCCUPATIONAL SAFETY AND HEALTH REGULATIONS

<http://www.dir.ca.gov/Counters/t8index.htm>

CODE OF FEDERAL REGULATIONS (CFR/NATIONAL ARCHIVES AND RECORDS
ADMINISTRATION (NARA))
Order from:
Government Printing Office
Washington, DC 20402
Ph: 202-512-1800
Fax: 202-275-7703
Internet: <http://www.pls.com:8001/his/cfr.html>

FEDERAL SPECIFICATIONS (FS)

Order from:

General Services Administration
Federal Supply Service Bureau
470 L'Enfant Plaza, S.W.
Washington, DC 20407
Ph: 202-619-8925
Fax: 202-619-8978
Internet: <http://pub.fss.gsa.gov/>

NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY (NIST)
100 Bureau Drive
Stop 3460
Gaithersburg, MD 20899-3460
Ph: 301-975-NIST
Internet: <http://www.nist.gov>
Order Publications From:
Superintendent of Documents
U.S. Government Printing Office
732 North Capitol Street, NW
Mailstop: SDE
Washington, DC 20401
Ph: 202-512-1530
Fax: 202-512-1262
Internet: <http://www.gpo.gov>
or
National Technical Information Services (NTIS)
5285 Port Royal Rd.
Springfield, VA 22161
Ph: 703-605-6000
Fax: 703-605-6900
Internet: <http://www.ntis.gov>
AOK 5/01
LOK 6/00

U.S. ARMY CORPS OF ENGINEERS (USACE)

Order CRD-C DOCUMENTS from:
U.S. Army Engineer Waterways Experiment Station
ATTN: Technical Report Distribution Section, Services
Branch, TIC
3909 Halls Ferry Rd.
Vicksburg, MS 39180-6199
Ph: 601-634-2664
Fax: 601-634-2388
Internet: <http://www.wes.army.mil/SL/MTC/handbook/handbook.htm>

Order Other Documents from:
USACE Publications Depot
Attn: CEIM-SP-D
2803 52nd Avenue
Hyattsville, MD 20781-1102
Ph: 301-394-0081
Fax: 301-394-0084
Internet: <http://www.usace.army.mil/publications>
or <http://www.hnd.usace.army.mil/techinfo/index.htm>
AOK 5/01
LOK 6/00

DEPARTMENT OF COMMERCE (DOC)

Order Publications From:
National Technical Information Service
5285 Port Royal Road
Springfield, VA 22161
Ph: 703-605-6000
Fax: 703-605-6900
Internet: <http://www.ntis.gov>
AOK 5/01
LOK 6/00

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SECTION 01451A

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03/02

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SECTION 01451A

CONTRACTOR QUALITY CONTROL
03/02

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 3740 (2001) Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction

ASTM E 329 (2000b) Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction

1.2 PAYMENT

Separate payment will not be made for providing and maintaining an effective Quality Control program, and all costs associated therewith shall be included in the applicable unit prices or lump-sum prices contained in the Bidding Schedule.

1.3 Submittals

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office, that will perform additional review of the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-07 Certificates

Contractor Quality Control (CQC) Plan; G

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with the Contract Clause titled "Inspection of Construction." The quality control system shall consist of plans, procedures, and organization necessary to produce an end product which complies with the contract requirements. The system shall cover all construction operations, both onsite and offsite, and shall be keyed to the proposed construction sequence. The site project superintendent will be held responsible for the quality of work on the job and is subject to removal by the Contracting Officer for non-compliance with the quality requirements specified in the contract. The site project superintendent in this context shall be the highest level manager responsible for the overall construction activities at the site, including quality and production. The site project superintendent shall maintain a physical presence at the site at all times, except as otherwise acceptable to the Contracting Officer, and shall be responsible for all construction and construction related activities at the site.

3.2 QUALITY CONTROL PLAN

Submit for review by the Government, not later than 30 days after receipt of notice to proceed, the Contractor Quality Control (CQC) Plan proposed to implement the requirements of the Contract Clause titled "Inspection of Construction." The plan shall identify personnel, procedures, control, instructions, tests, records, and forms to be used. The Government will consider an interim plan for the first 15 days of operation. Construction will be permitted to begin only after acceptance of the CQC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. Work outside of the features of work included in an accepted interim plan will not be permitted to begin until acceptance of a CQC Plan or another interim plan containing the additional features of work to be started.

3.2.1 Content of the CQC Plan

The CQC Plan shall include, as a minimum, the following to cover all construction operations, both onsite and offsite, including work by subcontractors, fabricators, suppliers, and purchasing agents:

- a. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three phase control system for all aspects of the work specified. The staff shall include a CQC System Manager who shall report to the project superintendent.
- b. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function.
- c. A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities, and responsibilities. Copies of these letters shall also be furnished to the Government.
- d. Procedures for scheduling, reviewing, certifying, and managing

submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents. These procedures shall be in accordance with Section 01330 SUBMITTAL PROCEDURES.

- e. Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person responsible for each test. (Laboratory facilities will be approved by the Contracting Officer.)
- f. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.
- g. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures shall establish verification that identified deficiencies have been corrected.
- h. Reporting procedures, including proposed reporting formats.
- i. A list of the definable features of work. A definable feature of work is a task which is separate and distinct from other tasks, has separate control requirements, and may be identified by different trades or disciplines, or it may be work by the same trade in a different environment. Although each section of the specifications may generally be considered as a definable feature of work, there are frequently more than one definable features under a particular section. This list will be agreed upon during the coordination meeting.

3.2.2 Acceptance of Plan

Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the Contractor to make changes in his CQC Plan and operations including removal of personnel, as necessary, to obtain the quality specified.

3.2.3 Notification of Changes

After acceptance of the CQC Plan, the Contractor shall notify the Contracting Officer in writing of any proposed change. Proposed changes are subject to acceptance by the Contracting Officer.

3.3 COORDINATION MEETING

After the Preconstruction Conference, before start of construction, and prior to acceptance by the Government of the CQC Plan, the Contractor shall meet with the Contracting Officer or Authorized Representative and discuss the Contractor's quality control system. The CQC Plan shall be submitted for review a minimum of 15 calendar days prior to the Coordination Meeting.

During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both onsite and offsite work, and the interrelationship of Contractor's Management and control with the Government's Quality Assurance. Minutes of the meeting shall be prepared by the Government and signed by both the Contractor and

the Contracting Officer. The minutes shall become a part of the contract file. There may be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures which may require corrective action by the Contractor.

3.4 QUALITY CONTROL ORGANIZATION

3.4.1 Personnel Requirements

The requirements for the CQC organization are a CQC System Manager and sufficient number of additional qualified personnel to ensure safety and contract compliance. The Safety and Health Manager shall receive direction and authority from the CQC System Manager and shall serve as a member of the CQC staff. Personnel identified in the technical provisions as requiring specialized skills to assure the required work is being performed properly will also be included as part of the CQC organization. The Contractor's CQC staff shall maintain a presence at the site at all times during progress of the work and have complete authority and responsibility to take any action necessary to ensure contract compliance. The CQC staff shall be subject to acceptance by the Contracting Officer. The Contractor shall provide adequate office space, filing systems and other resources as necessary to maintain an effective and fully functional CQC organization. Complete records of all letters, material submittals, show drawing submittals, schedules and all other project documentation shall be promptly furnished to the CQC organization by the Contractor. The CQC organization shall be responsible to maintain these documents and records at the site at all times, except as otherwise acceptable to the Contracting Officer.

3.4.2 CQC System Manager

The Contractor shall identify as CQC System Manager an individual within the onsite work organization who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. The CQC System Manager shall be a graduate engineer, graduate architect, or a graduate of construction management, with a minimum of 5 years construction experience on construction similar to this contract or a construction person with a minimum of 10 years of related construction experience and a minimum of 5 years related experience as Quality Control manager. This CQC System Manager shall be on the site at all times during construction and shall be employed by the prime Contractor. The CQC System Manager shall be assigned no other duties. An alternate for the CQC System Manager shall be identified in the plan to serve in the event of the System Manager's absence. The requirements for the alternate shall be the same as for the designated CQC System Manager.

3.4.3 CQC Personnel

In addition to CQC personnel specified elsewhere in the contract, the Contractor shall provide as part of the CQC organization specialized personnel to assist the CQC System Manager for the following areas: civil, structural, rock work, dredging and submittals clerk. These individuals shall be directly employed by the prime Contractor and may not be employed by a supplier or sub-contractor on this project; be responsible to the CQC System Manager; be physically present at the construction site during work on their areas of responsibility; have the necessary education and/or experience in accordance with the experience matrix listed herein. These individuals shall have no other duties other than quality control.

Experience Matrix

	Area	Qualifications
a.	Civil	Graduate Civil Engineer with 2 years experience in the type of work being performed on this project or technician with 5 yrs related experience
b.	Structural	Graduate Structural Engineer with 2 yrs experience or person with 5 yrs related experience
c.	Grouted Stone	Experienced engineer or technician with 10 years of marine grouted stone placement experience.
d.	Dredging	Experienced engineer or technician with 10 years of marine dredging experience.
e.	Excavation	Experienced engineer or technician with 10 years of land and marine excavation experience.
f.	Submittals	Submittal Clerk with 1 yr experience

3.4.4 Additional Requirement

In addition to the above experience and education requirements the CQC System Manager shall have completed the course entitled "Construction Quality Management For Contractors". This course is periodically offered. Contact U.S. Army Corps of Engineers, Los Angeles District, Emmanuel Molina, (213) 452-3384 for information.

3.4.5 Organizational Changes

The Contractor shall maintain the CQC staff at full strength at all times. When it is necessary to make changes to the CQC staff, the Contractor shall revise the CQC Plan to reflect the changes and submit the changes to the Contracting Officer for acceptance.

3.5 SUBMITTALS AND DELIVERABLES

Submittals, if needed, shall be made as specified in Section 01330 SUBMITTAL PROCEDURES. The CQC organization shall be responsible for certifying that all submittals and deliverables are in compliance with the contract requirements.

3.6 CONTROL

Contractor Quality Control is the means by which the Contractor ensures that the construction, to include that of subcontractors and suppliers, complies with the requirements of the contract. At least three phases of control shall be conducted by the CQC System Manager for each definable feature of work as follows:

3.6.1 Preparatory Phase

This phase shall be performed prior to beginning work on each definable feature of work, after all required plans/documents/materials are approved/accepted, and after copies are at the work site. This phase shall include:

- a. A review of each paragraph of applicable specifications, reference codes, and standards. A copy of those sections of referenced codes and standards applicable to that portion of the work to be accomplished in the field shall be made available by the Contractor at the preparatory inspection. These copies shall be maintained in the field and available for use by Government personnel until final acceptance of the work.
- b. A review of the contract drawings.
- c. A check to assure that all materials and/or equipment have been tested, submitted, and approved.
- d. Review of provisions that have been made to provide required control inspection and testing.
- e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.
- f. A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawings or submitted data, and are properly stored.
- g. A review of the appropriate activity hazard analysis to assure safety requirements are met.
- h. Discussion of procedures for controlling quality of the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that feature of work.
- i. A check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.
- j. Discussion of the initial control phase.
- k. The Government shall be notified at least 24 hours in advance of beginning the preparatory control phase. This phase shall include a meeting conducted by the CQC System Manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by separate minutes prepared by the CQC System Manager and attached to the daily CQC report. The Contractor shall instruct applicable workers as to

the acceptable level of workmanship required in order to meet contract specifications.

3.6.2 Initial Phase

This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

- a. A check of work to ensure that it is in full compliance with contract requirements. Review minutes of the preparatory meeting.
- b. Verify adequacy of controls to ensure full contract compliance. Verify required control inspection and testing.
- c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with required sample panels as appropriate.
- d. Resolve all differences.
- e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.
- f. The Government shall be notified at least 24 hours in advance of beginning the initial phase. Separate minutes of this phase shall be prepared by the CQC System Manager and attached to the daily CQC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.
- g. The initial phase should be repeated for each new crew to work onsite, or any time acceptable specified quality standards are not being met.

3.6.3 Follow-up Phase

Daily checks shall be performed to assure control activities, including control testing, are providing continued compliance with contract requirements, until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work which may be affected by the deficient work. The Contractor shall not build upon nor conceal non-conforming work.

3.6.4 Additional Preparatory and Initial Phases

Additional preparatory and initial phases shall be conducted on the same definable features of work if: the quality of on-going work is unacceptable; if there are changes in the applicable CQC staff, onsite production supervision or work crew; if work on a definable feature is resumed after a substantial period of inactivity; or if other problems develop.

3.7 TESTS

3.7.1 Testing Procedure

The Contractor shall perform specified or required tests to verify that

control measures are adequate to provide a product which conforms to contract requirements. Upon request, the Contractor shall furnish to the Government duplicate samples of test specimens for possible testing by the Government. Testing includes operation and/or acceptance tests when specified. The Contractor shall procure the services of a Corps of Engineers approved testing laboratory or establish an approved testing laboratory at the project site. The Contractor shall perform the following activities and record and provide the following data:

- a. Verify that testing procedures comply with contract requirements.
- b. Verify that facilities and testing equipment are available and comply with testing standards.
- c. Check test instrument calibration data against certified standards.
- d. Verify that recording forms and test identification control number system, including all of the test documentation requirements, have been prepared.
- e. Results of all tests taken, both passing and failing tests, shall be recorded on the CQC report for the date taken. Specification paragraph reference, location where tests were taken, and the sequential control number identifying the test shall be given. If approved by the Contracting Officer, actual test reports may be submitted later with a reference to the test number and date taken. An information copy of tests performed by an offsite or commercial test facility shall be provided directly to the Contracting Officer. Failure to submit timely test reports as stated may result in nonpayment for related work performed and disapproval of the test facility for this contract.

3.7.2 Testing Laboratories

3.7.2.1 Capability Check

The Government reserves the right to check laboratory equipment in the proposed laboratory for compliance with the standards set forth in the contract specifications and to check the laboratory technician's testing procedures and techniques. Laboratories utilized for testing soils, concrete, asphalt, and steel shall meet criteria detailed in ASTM D 3740 and ASTM E 329.

3.7.2.2 Capability Recheck

If the selected laboratory fails the capability check, the Contractor will be assessed a charge of \$1,500.00 to reimburse the Government for each succeeding recheck of the laboratory or the checking of a subsequently selected laboratory. Such costs will be deducted from the contract amount due the Contractor.

3.7.3 Onsite Laboratory

The Government reserves the right to utilize the Contractor's control testing laboratory and equipment to make assurance tests, and to check the Contractor's testing procedures, techniques, and test results at no additional cost to the Government.

3.7.4 Furnishing or Transportation of Samples for Testing

Costs incidental to the transportation of samples or materials shall be borne by the Contractor. Samples of materials for test verification and acceptance testing by the Government shall be delivered to the Corps of Engineers Division Laboratory, f.o.b., at the following address:

For delivery by mail:

U.S. Army Corps of Engineers
ATTN: Prado Dam Quality Assurance Laboratory
2493 Pomona-Rincon Road
Corona, CA 92880
Attn: Doug Chitwood or Jim Miller
Tel: (951) 898-6173 or 898-6182

For other deliveries: Same as above.

Coordination for each specific test, exact delivery location, and dates will be made through the Resident Office.

3.8 COMPLETION INSPECTION

3.8.1 Punch-Out Inspection

Near the end of the work, or any increment of the work established by a time stated in the Special Clause, "Commencement, Prosecution, and Completion of Work", or by the specifications, the CQC Manager shall conduct an inspection of the work. A punch list of items which do not conform to the approved drawings and specifications shall be prepared and included in the CQC documentation, as required by paragraph DOCUMENTATION. The list of deficiencies shall include the estimated date by which the deficiencies will be corrected. The CQC System Manager or staff shall make a second inspection to ascertain that all deficiencies have been corrected. Once this is accomplished, the Contractor shall notify the Government that the facility is ready for the Government Pre-Final inspection.

3.8.2 Pre-Final Inspection

The Government will perform the pre-final inspection to verify that the facility is complete and ready to be occupied. A Government Pre-Final Punch List may be developed as a result of this inspection. The Contractor's CQC System Manager shall ensure that all items on this list have been corrected before notifying the Government, so that a Final inspection with the customer can be scheduled. Any items noted on the Pre-Final inspection shall be corrected in a timely manner. These inspections and any deficiency corrections required by this paragraph shall be accomplished within the time slated for completion of the entire work or any particular increment of the work if the project is divided into increments by separate completion dates.

3.8.3 Final Acceptance Inspection

The Contractor's Quality Control Inspection personnel, plus the superintendent or other primary management person, and the Contracting Officer's Representative shall be in attendance at the final acceptance inspection. Additional Government personnel including, but not limited to, those from Base/Post Civil Facility Engineer user groups, and major commands may also be in attendance. The final acceptance inspection will be formally scheduled by the Contracting Officer based upon results of the Pre-Final inspection. Notice shall be given to the Contracting Officer at

least 14 days prior to the final acceptance inspection and shall include the Contractor's assurance that all specific items previously identified to the Contractor as being unacceptable, along with all remaining work performed under the contract, will be complete and acceptable by the date scheduled for the final acceptance inspection. Failure of the Contractor to have all contract work acceptably complete for this inspection will be cause for the Contracting Officer to bill the Contractor for the Government's additional inspection cost in accordance with the contract clause titled "Inspection of Construction".

3.9 DOCUMENTATION

The Contractor shall maintain current records providing factual evidence that required quality control activities and/or tests have been performed. These records shall include the work of subcontractors and suppliers and shall be on an acceptable form that includes, as a minimum, the following information:

- a. Contractor/subcontractor and their area of responsibility.
- b. Operating plant/equipment with hours worked, idle, or down for repair.
- c. Work performed each day, giving location, description, and by whom. When Network Analysis (NAS) (Project Schedule) is used, identify each phase of work performed each day by NAS activity number.
- d. Test and/or control activities performed with results and references to specifications/drawings requirements. The control phase shall be identified (Preparatory, Initial, Follow-up). List of deficiencies noted, along with corrective action.
- e. Quantity of materials received at the site with statement as to acceptability, storage, and reference to specifications/drawings requirements.
- f. Submittals and deliverables reviewed, with contract reference, by whom, and action taken.
- g. Offsite surveillance activities, including actions taken.
- h. Job safety evaluations stating what was checked, results, and instructions or corrective actions.
- i. Instructions given/received and conflicts in plans and/or specifications.
- j. Contractor's verification statement.

These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in the work and workmanship comply with the contract. The original and one copy of these records in report form shall be furnished to the Government daily within 24 hours after the date covered by the report, except that reports need not be submitted for days on which no work is performed. As a minimum, one report shall be prepared and

submitted for every 7 days of no work and on the last day of a no work period. All calendar days shall be accounted for throughout the life of the contract. The first report following a day of no work shall be for that day only. Reports shall be signed and dated by the CQC System Manager. The report from the CQC System Manager shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel.

3.10 SAMPLE FORMS

Sample forms enclosed at the end of this section.

3.11 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

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SECTION 02000

MOBILIZATION AND DEMOBILIZATION
02/99

PART 1 GENERAL

1.1 MOBILIZATION AND DEMOBILIZATION

Mobilization and Demobilization shall include all of the Contractor's plant and equipment for performance of the project work. Mobilization and Demobilization shall include transporting the dredge and all items of attendant plant to the site of the work, setting up the dredge and other equipment, and laying of pipelines and otherwise placing the entire plant in condition for effective dredging. Upon completion of the work, the dredge and all attendant plant shall be removed from the site. Installation of electrical service for electric dredges and other associated work will be part of mobilization and demobilization. Upon completion of the work, the Contractor's plant and equipment shall be removed from the site.

PART 2 PRODUCTS (NOT APPLICABLE)

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SECTION 02020

DREDGING AND EXCAVATION
04/02

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 1110-1-1003 (July 2003) Navstar Global Positioning
System Survey

EM 1110-2-1003 (January 2002) Hydrographic Surveying

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office, that will perform additional review of the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Dredge and Auxiliary Floating Plant Layout; G

Dredge, Excavation, and Disposal Plan; G

SD-02 Shop Drawings

Daily Disposal Location Information

Special Procedures for Dredging Near Submarine Cables and Pipelines

Special Procedures for Excavating Near Utilities, Cables, and Pipelines

SD-04 Samples

Sediment Samples

SD-05 Design Data

Dredge/Excavation Sample Data Form

SD-06 Test Reports

Daily Report of Operations

LA-3 Ocean Disposal Daily Records

LA-3 Ocean Disposal Completion Letter

SD-07 Certificates

Scow Certification Checklist Form

Hydrographic Surveyor Firm; G

1.3 REQUIRED WORK

In the area to be dredged and/or excavated, an approximate quantity of 500,000 to 600,000 cubic meters in the base contract shall be removed and placed as indicated on the plans. Nothing in this paragraph shall be construed as prohibiting the removal of excepted material by special means at prices agreed upon and approved in accordance with the Section 00700 Contract Clauses: DIFFERING SITE CONDITIONS. The dredging and/or excavation area shall be dredged and/or excavated to the indicated elevation relative to mean lower low water (MLLW). Debris and other unsuitable material shall become the property of the Contractor and shall be removed from the site, see paragraph 1.5.6 Trash and Debris.

1.4 AVOIDANCE OF EXISTING CONSTRUCTION

1.4.1 General

It shall be the Contractor's responsibility to avoid damage to this or any other improvement in accordance with the Section 00700 Contract Clauses: PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS.

1.4.2 Existing Structures

The Contractor shall conduct dredging and excavation operations in this area in such a manner to prevent undermining or endangerment of the existing structures. Excessive or unnecessary dredging or excavation may result in an unstable condition at the toe of the structures. The Contractor will be required to strictly adhere to the indicated dredging and/or excavation template when working near any structures, and shall be responsible for repairing any damage which may result from failure to comply with the requirements of these specifications.

1.4.3 Pipelines and Utilities

The Contractor shall protect in place all utilities and pipelines.

1.5 CHARACTER OF MATERIALS

1.5.1 General

It is the Contractor's responsibility to evaluate and establish the consistency of the materials to be dredged and/or excavated. The Government and the Contracting Officer shall not at any stage be held responsible for any of the information provided and/or for the interpretation of the data provided. It is the Contractor's responsibility to satisfy himself to the nature of the work and the quality of the material to be dredged and/or excavated.

1.5.2 Geotechnical Investigations

Geotechnical investigations of the project site have been completed and are shown on the contract plans. The Contractor can use the information to establish the types and character of materials expected to be present at the project site. The Contractor shall satisfy himself if these investigations are sufficient for him to determine the nature of the work and the character of the materials to be dredged and/or excavated. If he finds that the investigations are not sufficient for him to determine the nature of the work and the types and character of the material to be dredged and/or excavated, he may undertake his own investigations at his own cost, before submission of his bid.

1.5.3 Soils

Typical soils to be dredged and/or excavated include, but are not limited to sands, silts, and clays. Unified Soil Classification System classifications include SP, SP-SM, SC, SM, CL, CH, ML, MH. Other types of soils may also be encountered including shells and organic materials.

1.5.4 Bedrock

No bedrock is expected to be encountered to the project depths.

1.5.5 Occurrences of Non-native Stone

Non-native stone may be encountered. Typically, non-native stone is a result of past construction activity. Sizes can range upward from cobbles and small boulders to larger stone and, if present, would generally be encountered on or near the surface.

1.5.6 Trash and Debris

Trash, debris, and other miscellaneous man-made and natural objects should be expected during the course of dredging and/or excavation. This material may be encountered at any location but is expected to be primarily limited to the surface and near surface areas. Material to be expected may include, but is not limited to tires, cables, wire, chains, anchors, sheet metal, aluminum cans, plastics, polyvinyl chloride products, styrofoam, lumber, tree branches and unidentified objects.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 GENERAL DREDGING AND EXCAVATING PROCEDURE

3.1.1 Purpose

Overall purpose of dredging and excavating is to remove material from the restoration channels, construct wetland restoration areas, construct New Least Tern Island, segment the Main Dike, provide a sand/shell layer on Hotdog Tern Island, and to deepen Unit II Basin and Unit I/III Basin, as required for environmental restoration and sediment control. For purposes of navigation, the access channel may be dredged, as defined on the plans, to provide access to these restoration and sediment control features, see Contractor Access Dredging.

3.1.2 Description of Dredge and Excavation Areas

Areas of dredging and excavation work are described in paragraph DREDGE AND/OR EXCAVATION AREAS. Placement of each dredge and/or excavation area is described in paragraphs titled "Material Placement" and shown on the plans. Where applicable, restrictions on sequence of dredging and excavating are described for each area under paragraph DREDGE AND/OR EXCAVATION AREAS. Dredge and/or excavation areas represent a specific volume of material to be removed within a defined geometric prism as shown on the plans. Variations in kinds of material encountered within each area are possible, reference paragraph 1.5 CHARACTER OF MATERIALS.

3.1.1.3 Special Procedures

The Contractor shall develop and submit to the Contracting Officer detailed work methods and Special Procedures for Dredging Near Submarine Cables and Pipelines. The Contractor shall develop and submit to the Contracting Officer detailed work methods and Special Procedures for Excavating Near Utilities, Cables, and Pipelines. The Contracting Officer's review of these work methods and procedures does not waive Contractor's liability for damages to these cables and pipelines and all required repairs will be at the Contractor's expense.

3.1.1.4 Obstruction of Channel

The Government will not undertake to keep the harbor entrance or navigation channels free from vessels or other obstructions. The Contractor will be required to conduct the work in such a manner as to obstruct navigation as little as possible, and in case the Contractor's plant so obstructs the channel as to make difficult or endanger the passage of vessels, said plant shall be promptly moved on the approach of any vessel to such an extent as may be necessary to afford a practicable passage. Upon the completion of the work, the Contractor shall promptly remove his plant, including ranges, temporary buoys, and piles and other marks placed by him under the contract in navigable waters or on shore. The Contractor's dredge shall be equipped for bridge to bridge communication with other vessels and the Contractor shall monitor prescribed channel in compliance with Coast Guard regulations.

All underwater and above surface hazards to navigation associated with this work shall be marked with a white light of at least 40 candella.

3.1.1.5 Discharge Pipelines

The contractor shall not impede traffic in any navigation channel during dredging operations. Any operations occurring in a navigation channel cannot, under any circumstances, be blocked by floating dredge discharge pipes. All discharge pipelines proposed for use by Contractor which would cross, block or impede navigation, or create a hazard shall be trenched and installed in channel bottom below the currently maintained depth. Contractor shall include all costs of submerged pipelines in the contract unit prices for dredging and no additional compensation for this work will be allowed. Contractor shall be responsible for obtaining all permits and approvals for constructing submerged pipelines and shall bear all risk and costs for maintenance and potential damage to pipeline. Contractor shall remove the discharge pipelines before the end of contract.

3.2 DREDGE, EXCAVATION, AND DISPOSAL PLAN

The Contractor shall submit ten (10) copies of the Dredge, Excavation, and Disposal Plan to the Contracting Officer prior to or at the Preconstruction

Conference. The plan shall detail the order and dates for completion and/or removal of each dredge area, excavation area, and disposal area, and the plan shall include the following:

1. Indicate the proposed methods, equipment and schedule to dredge, transport and dispose of each dredge area at each disposal site.
2. Indicate the proposed methods, equipment and schedule to excavate, transport, deliver and place sediments at each disposal site.
3. Indicate the proposed methods, equipment and schedule for removal, transport and disposal of debris from the dredge, excavation and fill areas.
4. Special procedures for dredging near submarine cables and pipelines.
5. Layout of pipelines (if applicable) in the dredge area.
6. Layout of all buoys, anchors, pipelines, and ancillary equipment.
7. Method and equipment for positioning and disposing at the disposal site(s).
8. Scow dimensions, capacities, and names of the scows.
9. A copy of the Daily Report Form to be used for dredging operations.
10. Lighting plan for night work (if any night work is planned).
11. Harbor Traffic Management Plan, see section 01200 GENERAL REQUIREMENTS, paragraph Harbor and Bay Operation Requirements for description of the specific requirements for preparation of this plan.
12. Layout of dredge, including: name of dredge; dimensions; location of engines, fuel storage, electrical/transformer rooms; description of engine types and horsepower ratings, types and size of generating equipment, fuel storage capacity, and vertical and horizontal access. A copy of this information shall be provided to the local fire fighting agency.
13. Proposed locations of any booster pumps.

3.3 DISPOSAL OF DREDGED AND EXCAVATED MATERIAL

3.3.1 General

The material dredged and excavated shall be transported and placed in accordance with lines and grades shown on the plans. Disposal areas shown on plans consist of the LA-3 Ocean Disposal Site, Newport Nearshore Disposal Site, New Least Tern Island Pit and Island, and Hotdog Tern Island sand/shell layer.

Except as otherwise authorized by the Contracting Officer in writing, no placement shall be done unless an inspector appointed by the Contracting Officer is present at the time.

Dredged and excavated material shall be transported and deposited within the fill limits of the areas indicated on the plans and as specified herein. Any dredged or excavated material that is deposited other than in

the areas indicated on the plans, or approved by the Contracting Officer, will not be included in the measurement for payment and the Contractor may be required to remove such misplaced material and deposit it where directed by the Contracting Officer at Contractor's own expense.

3.3.2 Misplaced Material

Any material that escapes or is lost at any time while dredging, excavating, loading, transporting, or which is deposited other than in an area designated on plans, or change approved in writing by the Contracting Officer, shall be redredged, and material shall be redeposited where directed by the Contracting Officer, at the Contractor's expense.

3.4 ELECTRONIC POSITIONING SYSTEM FOR DISPOSAL

3.4.1 General

The Contractor shall obtain, operate, and maintain a short range Electronic Positioning System (EPS) or Differential Global Positioning System (DGPS) for disposal operations. This EPS or DGPS shall be established, operated, and maintained by the Contractor when disposal is actively underway. The EPS or DGPS shall be capable of displaying and recording the disposal vessel's location in the State Plane Coordinates System based on the California Lambert Conformal Projection System for Zone 6 (SPCS 83 Meters) at 30 second time intervals while traveling to or from the disposal site and during disposal operations. The EPS or DGPS shall be activated at least 1,000 meters from the disposal site when transiting, and shall not be deactivated until at least 1,000 meters from the site on the return trip. Positional data shall be annotated for the time when actual dumping begins and ends and may be required to be taken at more frequent intervals than specified herein above. A record of each dump's positional data, automatically correlated with time, and annotated with date and eccentric distance measurement, if any, shall be submitted to the Contracting Officer as a part of the Daily Quality Control record. The Contractor shall provide access for the Contracting Officer to the EPS or DGPS equipment as part of the Government's quality assurance responsibility.

3.4.2 EPS/DGPS Configuration

The EPS or DGPS shall be similar, or equal, in design, performance, accuracy, operation characteristics, and frequency to equipment specified in the following technical materials:

EM 1110-1-1003 Navstar Global Positioning System Surveying
EM 1110-2-1003 Hydrographic Surveying

It is emphasized that Differential GPS positioning techniques shall be used for GPS surveying and further emphasized that an EPS system with a low and medium frequency (long-range navigation system) will not comply with the above specifications. The complete system shall be subject to the approval of the Contracting Officer.

3.4.3 Shore-Based Control

The Contractor shall establish horizontal control necessary to locate active and/or passive short range EPS or DGPS transmitter/receiver devices.

Survey control shall meet 3rd Order, Class I accuracy standards in accordance with EM 1110-2-1003 "Hydrographic Surveying". The Contractor

shall obtain all necessary permits, rights-of-entry, or leases required to operate and maintain shore-based electronic equipment on public/private property. The actual number of shore-based control points shall be determined by the Contractor and shall be determined by the operating characteristics of the approved system (i.e., circular). As a minimum, the EPS shall provide at least three redundant lines-of-position from the shore-based network, and for DGPS, ranges from 4 (minimum) or more satellites will be needed for 3-dimensional positioning. The shore-based control points shall be located such that the generated lines-of-position shall intersect at the final vessel location at not less than 40 degrees.

3.4.4 Disposal Vessel Location

Except as specified herein after, electronic positioning data shall be received, displayed, and recorded on board the disposal vessel. Positional data may be received, displayed, and recorded on a towing or other adjacent vessel provided the eccentric distance between the vessels is less than 30 meters and that the eccentric distance and bearings remain essentially constant for each successive disposal operation. Eccentric distance measurements shall be computed by means of an electronic data transmitter/telemetry system. Gyro-radar distance/bearing measurements will not be permitted for eccentric distance measurements. Eccentric coordinates, if any, shall be clearly identified and computed on the hard copy positional record required under paragraph: Electronic Positioning System.

The EPS or DGPS shall be activated continuously at least 1.6 kilometer from the disposal site when transiting, and shall not be deactivated until at least 1.6 kilometer from the site on the return trip. Positional data shall be annotated for the time when actual dumping begins and ends. A record of each dump's positional data, automatically correlated with time, and annotated with date and eccentric distance measurement, if any, shall be submitted to the Contracting Officer as a part of the Daily Report of Operations. The hard copy shall plot the continuous course of each disposal trip once inside the disposal site. The plot shall show: the continuous course of the disposal vehicle, the center point and boundary of the site, and the time and position of the disposal vehicle when disposal commenced and ceased.

The Contractor shall record Daily Disposal Location Information in spreadsheet form and shall be produced in Microsoft Excel and e-mailed to the Contracting Officer's Representative on a daily basis. A spreadsheet shall be submitted to the Contracting Officer's Representative listing:

- * disposal number;
- * date;
- * dredge/excavation area, including Station number;
- * disposal area (i.e. LA-3, Newport Nearshore Disposal Site, New Least Tern Island or Pit, Hotdog Tern Island);
- * departure time from dredge/excavation area to disposal;
- * arrival time to disposal area;
- * return time from disposal area;
- * time (recorded to the nearest minute), easting and northing at commencement of disposal;
- * time (recorded to the nearest minute), easting and northing at completion of disposal;
- * quantity of disposal (cubic meters);
- * approximate depth of water or elevation (MLLW)(except when disposing at LA-3, depth of water is not required);

* cumulative quantity (cubic meters) by disposal area;

The Contractor shall provide the Contracting Officer at the completion of disposal operations on an electronic media (IBM compatible, ASCII format) in delimited files the above information.

3.4.5 Calibration

Calibration techniques and calibration requirements (checklist) for DGPS shall conform to standard hydrographic surveying practice in accordance with EM 1110-2-1003, "Hydrographic Surveying". The Contractor shall be responsible for maintaining effective, accurate, and reliable EPS calibration, including periodic survey checks throughout the duration of the contract. Calibration records shall be submitted as part of the daily Quality Control records. Degradation in offshore positional accuracy during the course of this contract may cause a suspension of disposal operations.

3.4.6 Backup Equipment

The Contractor shall provide and maintain the following backup equipment:

For EPS System:

- One shore control transmitter/receiving device.
- One line printer and/or plotter.
- One offshore guidance controller.
- One power supply.
- Spare parts kit for the receiver.

For GPS System:

- One Complete Differential GPS (DGPS) equipment and accessories.

In the event of a failure of the EPS or DGPS, the Contractor shall immediately notify the Contracting Officer.

3.5 LA-3 OCEAN DISPOSAL SPECIAL CONDITIONS

The Contractor shall comply with the following conditions for disposal of materials at LA-3:

- a. LA-3 Disposal Site boundary is defined as a circle whose center coordinates are as listed on the plans, with a radius of 915 meters. The Surface Disposal Zone (SDZ) is defined as a circle whose center coordinates are as listed on the plans (same as LA-3 Disposal Site boundary), with a radius of 305 meters.
- b. Dredged material shall not be leaked or spilled from disposal vessels during transit to LA-3. Transportation of dredged material to LA-3 shall only be allowed when weather and sea state conditions will not interfere with safe transportation and will not create risk of spillage, leak or other loss of dredged material in transit. No disposal vessel trips shall be initiated when the National Weather Service has issued a gale warning for local waters during the time period necessary to complete dumping operations.
- c. The Contractor shall discharge the materials within the boundaries of the LA-3 Surface Disposal Zone (SDZ). The LA-3 SDZ is the circle whose center and radius is described on the plans. When dredged

material is discharged at LA-3 site, no portion of the vessel from which the materials are to be released (e.g. hopper dredge or towed barge or scow) may be outside the SDZ.

d. No more than one disposal vessel may be present within the LA-3 Surface Disposal Zone at any time.

e. The Contractor shall obtain, operate, and maintain a primary disposal tracking system for recording ocean disposal operations data that is disposal vessel (e.g., scow) based. An appropriate Global Positioning System (GPS) shall be used to indicate the position of the disposal vessel with a minimum accuracy of 3.048 meters during all transportation and disposal operations. This primary disposal tracking system shall indicate and automatically record both the position and the draft of the disposal vessel at a maximum 1-minute interval while outside the LA-3 Disposal Site boundary, and at a maximum 15-second interval while inside the LA-3 Disposal Site boundary. This primary system shall also indicate and record the time and location of each disposal event (e.g., the discharge phase). Finally, the primary system shall include a real-time display, in the wheelhouse or otherwise for the helmsman, of the position of the disposal vessel relative to the boundaries of the LA-3 Disposal Site and its SDZ, superimposed on the appropriate NOS chart, so that the operator can confirm proper position within the SDZ before discharging the dredged material.

f. The Contractor shall hire an Independent third party contractor to record the data from the primary disposal tracking system, to provide the quality assurance of the data, and to post the data to a World Wide Web (Internet) site on a near-real time basis. The Internet site shall be made accessible to, but not limited to: EPA Region 9; the Contracting Officer; and the Contractor. The Internet site shall be searchable by disposal trip number and date, and at a minimum for each disposal trip it shall provide a visual display of: the disposal vessel transit route to LA-3; the beginning and ending locations of the disposal event; and the disposal vessel draft throughout the transit. The requirement for posting this information on the Web is independent from the hard-copy reporting requirements listed in Special Condition paragraph j. The third-party system shall also generate and distribute "e-mail alerts" regarding any degree of apparent dumping outside the SDZ of LA-3, and regarding any apparent substantial leakage/spillage or other loss of material en route to LA-3. Substantial leakage/spillage or other loss shall be defined as an apparent loss of draft of 0.305 meter or more between the time that the disposal vessel begins the trip to LA-3 and the time of actual disposal. E-mail alerts for any disposal trip shall be sent within 24 hours of the end of that trip, at a minimum to: EPA Region 9; the Contracting Officer; and the Contractor.

g. If the primary disposal tracking system fails during transit, the navigation system on the towing vessel (tug, if any), meeting the minimum accuracy requirement listed above, may be used to complete the disposal trip by maneuvering the towing vessel so that, given the compass heading and tow cable length to the scow ("lay back"), the estimated scow position would be within the SDZ. In such cases the towing vessel's position, and the tow cable length and compass heading to the disposal vessel, shall be recorded and reported. Further disposal operations using a disposal vessel whose navigation tracking system fails shall cease until those primary disposal tracking

capabilities are restored.

h. The Contractor shall submit a Scow Certification Checklist Form for approval by EPA and the Contracting Officer prior to commencement of any ocean disposal operations. The Scow Certification Checklist shall be filled out and signed by the Contractor within one hour of departure time, for each disposal trip. In addition to the project name and contract number, the Scow Certification Checklist shall document:

1. Ocean Disposal Trip Number
2. Departure Date to LA-3
3. Departure Time to LA-3
4. Departure Location
5. Scow Name
6. Scow Bin Capacity
7. Tug Name
8. Tug Captain's Name
9. Dredged Material Source
10. Bin Cubic Meters (and Cubic Yards) Hauled
11. Loaded Scow Fore Draft Avg./Aft Draft Avg.
12. Loaded Average Draft
13. A-B line (not to be exceeded)
14. Bin Freeboard of Material and/or water surface
15. NWS Coastal Marine Forecast (wind and swell in formation to 60 nm, note reporting area and appropriate forecast period)
16. Scow Tracking System Functioning?
17. Helmsman Display Functioning on Tug?
18. GPS Functioning on Tug?
19. The decision to proceed to the ocean disposal site, based upon all available data including that recorded on this form, is also subject to the professional judgment of the tug captain as to the safety of the crew and vessel. Include signatures by the Contractor and Tug Captain.
20. Dump Information: Date/Time of Dump, Barge latitude and longitude, Tug latitude and longitude.

i. The Contractor shall report any anticipated, potential, or actual variances from compliance with these Ocean Disposal Special Conditions, and any additional project-specific Special Conditions, to EPA Region 9 and the Contracting Officer within 24 hours of discovering such a situation. An operational "e-mail alert" system, as described in Special Condition paragraph f, will be considered as fulfilling this 24-hour notification requirement. In addition, the Contractor shall prepare and submit a detailed report of any such compliance problems with the monthly hard-copy reports described in Special Condition paragraph j.

j. The Contractor shall collect, for each ocean disposal trip, both automatically-recorded electronic data and printouts from the primary disposal tracking system showing transit routes, disposal vessel draft readings, disposal coordinates, and the time and position of the disposal vessel when dumping was commenced and completed. These LA-3 Ocean Disposal Daily Records shall be compiled, and provided in reports to both EPA Region 9 and the Contracting Officer at a minimum for each month during which ocean disposal operations occur. These reports shall include the automatically-recorded electronic navigation tracking and disposal vessel draft data on CD ROM (or other media approved by EPA and the Contracting Officer), as well as hard copy reproductions of the Scow Certification Checklists and printouts listed above. The reports shall also include a cover letter describing any problems

complying with these Ocean Disposal Special Conditions, the cause(s) of the problems, any steps taken to rectify the problems, and whether the problems occurred on subsequent disposal trips.

k. Following the completion of ocean disposal operations, the permittee shall submit to EPA Region 9 and the Contracting Officer a LA-3 Ocean Disposal Completion Letter summarizing the total number of disposal trips and the overall (in situ) volume of material disposed at LA-3 for the project, and whether any of this dredged material was excavated from outside the areas authorized for ocean disposal or was dredged deeper than authorized by the permit.

3.6 ADDITIONAL MONITORING

3.6.1 Hopper and Hydraulic Dredges

The Contractor shall provide:

a. Continuous records of measurement of bulk density and mass flow rate with time, and location - cutterhead/draghead coordinates (horizontal and vertical). Data shall be recorded electronically and shall be made available in time increments as designated by the Contracting Officer and in either printed record or electronic format as designated by the Contracting Officer.

b. Records of continuous loading of hoppers, barges, or scows based on hull displacement (load charts).

These records shall be submitted to the Contracting Officer with the Daily Report of Operations.

3.6.2 Barges and Scows

The Contractor shall provide a record of the measurements of the draft of the hull and freeboard of bins of each barge or scow when empty, before each trip to the disposal sites, and five (5) minutes prior to disposal at the fill site. Measurement for displacement shall be taken at each corner, on the outside of the barge or scow. The two sets of draft measurements shall be compared to determine the amount, if any, of dredged material or water lost during transit to the fill site. Any barge or scow vessel that leaks shall not be used for disposal operations. These records shall be submitted to the Contracting Officer with the Daily Report of Operations.

3.7 TOLERANCE, OVERDEPTH, AND SIDE SLOPES

3.7.1 Tolerance for Sediment Basins Unit II and I/III, and NLTI Pit

Dredging shall be carried to the lines and grades shown on the Plans and as directed by Contracting Officer. To cover inaccuracies of the dredging process, an allowable tolerance in depth of cut of plus or minus 0.5 meters is provided for the Unit II Basin (base and options), Unit I/III Basin, and New Least Tern Island (NLTI) Pit. Final surface shall follow with reasonable variation to the indicated lines and grades without continuous under or overdredging and under or overexcavation. Either extreme of the tolerance shall not be continuous over an area greater than 2500 square meters.

The Contracting Officer may change the lines and depths shown in plans. If

such changes increase or decrease the quantity of dredging and/or excavation, such revised quantities will be used as basis for payment under unit price for dredging and/or excavation area involved.

Dredging and/or excavation work carried out beyond the tolerances given shall be considered excessive dredging and/or excavation and shall not be estimated and shall not be included in the measurement of work. If required by the Contracting Officer, the Contractor shall, at his own expense, be responsible for backfilling these areas to elevations and with materials specified by the Contracting Officer. See paragraph "Excessive Dredging".

3.7.2 Overdepth for Restoration Channels

Dredging and/or excavation shall be carried to the lines and grades shown on the Plans and as directed by Contracting Officer. To cover inaccuracies of the dredging and excavation process, an allowable overdepth of 0.5 meter is provided for the Restoration Channels at Shellmaker Island, Middle Island, New Island, and Hotdog Tern Island.

To protect existing marsh from being undercut by cut slopes, it is not absolutely necessary to dredge to the specified depth in the corners of the channel width. Therefore, the Restoration Channels shall be dredged and/or excavated to the depth specified on the plans for a minimum of 80% of the central area of channel width.

The Contracting Officer may change the lines and depths shown in plans. If such changes increase or decrease the quantity of dredging and/or excavation, such revised quantities will be used as basis for payment under unit price for dredging and/or excavation area involved.

Dredging and/or excavation work carried out beyond the overdepth given shall be considered excessive dredging and shall not be estimated and shall not be included in the measurement of work. If required by the Contracting Officer, the Contractor shall, at his own expense, be responsible for backfilling these areas to elevations and with materials specified by the Contracting Officer. See paragraph "Excessive Dredging".

3.7.3 Tolerance for Wetland Restoration Areas

Dredging and/or excavation for Wetland Restoration at Shellmaker Island, 23rd Street, Bullnose West, and Northstar Beach (Option 3) shall be carried to the lines and grades shown on the Plans and as directed by Contracting Officer. An allowable tolerance of plus or minus 0.200 meters is provided for final grades above -0.5 meter MLLW.

The Contracting Officer may change the lines and depths shown in plans. If such changes increase or decrease the quantity of dredging and/or excavation, such revised quantities will be used as basis for payment under unit price for dredging and/or excavation area involved.

Dredging and/or excavation work carried out beyond the tolerances given shall be considered excessive dredging and/or excavation and shall not be estimated and shall not be included in the measurement of work. If required by the Contracting Officer, the Contractor shall, at his own expense, be responsible for backfilling these areas to elevations and with materials specified by the Contracting Officer. See paragraph "Excessive Dredging".

Final surface of wetland restoration areas shall be finished to a smooth surface and shall follow with reasonable variation to the indicated lines and grades and slope to drain. The degree of finish for graded areas shall be within 0.200 meter of the grades and elevations indicated. Settlement or scour that occurs in graded areas prior to acceptance of the work, shall be repaired and grades re-established to the required elevations and slopes.

3.7.4 Side Slopes

The Contractor shall not dredge or excavate outside the pay slope defined on the Plans. In computing the limiting amount of side slope dredging and excavation, net dimension without allowance for tolerance or overdepth will be used. Side slopes are given for pay purposes only and are not necessarily the angle of repose of the soil. Sloughing side slopes shall not be the basis for claims against the Government. End slopes, where indicated on the plans shall be treated in the same manner as side slopes.

3.7.5 Excessive Dredging

Material taken from beyond the limits as defined in the provisions above may be deducted from the total amount dredged as excessive dredging or excessive side-slope dredging. Materials taken from below the limits as defined in the provisions above which result in extra costs shall be the responsibility of the Contractor. Nothing herein shall be construed to prevent payment for the removal of shoals performed in accordance with paragraph "SHOALING".

3.7.6 Contractor Access Dredging

The areas of dredging that may be performed for the Contractor's access are: the area underneath and south of Pacific Coast Highway (PCH); Access Channel from PCH to Unit II Basin; the Access Channel between Unit II Basin and Unit I/III Basin; 23rd Street Scow Channel; and the New Least Tern Island Pit Access Channel. The Contractor Access dredging may be carried to, but not exceed, the lines and grades shown on the Plans and as directed by Contracting Officer. The depth of the Contractor Access channels is provided an allowable tolerance of plus or minus 0.5 meters. Contractor Access dredging work carried out shall not be estimated and shall not be included in the measurement of work. The Contractor shall be responsible for backfilling the New Least Tern Island Pit Access area to lines and grades as shown on the Plans.

3.8 EQUIPMENT

3.8.1 General

The Contractor shall, at all times during the progress of the work, provide, operate and maintain in proper working conditions the necessary dredges and plant, barges, tugs and other floating craft and boats, surveying equipment and sounding equipment necessary for the execution and completion of the works. The capacity of the dredging plant shall be such as to allow completion of the dredging works within the programmed period with reasonable margins for downtime due to breakdowns, bad weather and interruptions arising from plant movements. The Contractor shall submit three (3) copies of the Dredge and Auxiliary Floating Plant Layout describing the plan layout of the dredge and major auxiliary floating plants to the Contracting Officer for approval at the preconstruction conference. The plan shall include locations of engines and fuel storage,

engine types, power ratings, electrical rooms, transformer rooms, emergency generating equipment, and vertical and horizontal access. The plan shall be furnished to the local police, Newport Bay Harbor Master, U.S. Coast Guard and local fire departments by the Contractor.

3.8.2 Size

Contractor's equipment shall be of sufficient size and quantity to meet productivity requirements of the Work, and shall be kept in good working order to efficiently perform the Work.

3.8.3 Pipelines

All pipelines shall be kept in good condition at all times, and any leaks or breaks along their length shall be promptly and properly repaired.

3.8.4 Floating Attendant Plant

All floating equipment shall be kept in good condition.

3.8.5 Electric Dredge

If the Contractor utilizes an electric dredge, the Contractor shall make all arrangements and pay all costs associated with installing electrical service for operating electric dredges. Refer to Section 02000, MOBILIZATION AND DEMOBILIZATION.

3.8.6 Diesel Powered Dredge and Equipment

Contractor shall make all arrangements and pay all costs associated with meeting applicable regulations and permit requirements of authorities including Southern California Air Quality Management District and City of Newport. Refer to Section 01355 ENVIRONMENTAL PROTECTION.

3.8.7 Positioning System

Contractor shall install and maintain a positioning system with capability of providing horizontal and vertical control for dredging and surveying operations. Survey system shall be compatible with system employed by Contracting Officer. See Section 01200, GENERAL REQUIREMENTS.

3.8.8 Display System

Contractor shall install and maintain a sensor and related instrumentation to measure and display depth of suction mouth or bucket on dredge(s) to be used for excavation work. A display system capable of displaying to operator in real time the cross-section on which dredge is working, including original ground line, design depth, and position of suction mouth or bucket, shall be installed and maintained.

3.9 ENVIRONMENTAL COMMITMENTS

The Contractor shall comply with the environmental commitments, reference Section 01355 ENVIRONMENTAL PROTECTION. In addition to the specifications in Section 01355 ENVIRONMENTAL PROTECTION the Contractor shall comply with the following:

- a. All construction activities, including vessel transit, shall not be

conducted within 61 meters of the least tern nesting island(s) between April 15 and September 15.

b. Dredging/excavation activities shall not be conducted within 30 meters of high density nesting areas of federal and state-endangered light-footed clapper rail during the March through September nesting season. If disturbance is observed, cease dredging near the nests until after the breeding season.

c. Dredging/excavation activities shall not be conducted within 30 meters of high density nesting areas of state-endangered Belding's savannah sparrow during the March through August nesting season. If disturbance is observed cease dredging near the nests until after the breeding season.

d. Place floats along the channel perimeter of saltmarsh habitat prior to the March to September breeding season of the light-footed clapper rail, to attenuate wave action due to construction activity/towing. Monitor clapper rail nests to ensure damage to nests from the wakes of scows and tugs is not occurring. Installation of the floats does not relieve the Contractor from the responsibility of complying with local speed limits, reference Section 00700 Contract Clauses, PERMITS AND RESPONSIBILITIES.

e. If hydraulic dredge is used for dredging activities, place booster pumps over 45 (forty-five) meters away from saltmarsh habitat. The location of the booster pump shall be established prior to the beginning of dredging.

f. Provide access for recreational users around the dredge.

3.10 DREDGE AND/OR EXCAVATION AREAS

3.10.1 Access Channel

3.10.1.1 Purpose

To provide access to the sediment control Unit II and Unit I/III basins, 23rd Street Wetland Restoration, and New Least Tern Island Pit at Contractor's discretion.

3.10.1.2 Depth and Extent of Dredging

To stations, lines, and grade as shown on plans.

3.10.1.3 Material Placement

The materials shall be placed in LA-3 Ocean Disposal Site, with the exception of access channel materials from underneath or south of Pacific Coast Highway (PCH). The materials dredged in the area south of PCH and underneath PCH shall be sidecast outside the channel limits or as directed by the Contracting Officer.

3.10.1.4 Sequence of Work

The materials in this area may be placed at LA-3 before, concurrent or after materials from other dredge areas, provided restrictions are followed.

3.10.1.5 Restrictions

See paragraph Environmental Commitments. Dredge activities shall not impact adjacent non-project areas. See Section 01355 ENVIRONMENTAL PROTECTION.

3.10.2 Sediment Control Unit II Basin and Santa Ana Delhi Channel (Base, Option 1, Option 2)

3.10.2.1 Purpose

To provide sediment storage capacity.

3.10.2.2 Depth and Extent of Dredging

To stations, lines, and grade as shown on plans.

3.10.2.3 Material Placement

The materials shall be placed in LA-3 Ocean Disposal Site.

3.10.2.4 Sequence of Work

The materials in this area may be placed at LA-3 before, concurrent or after materials from other dredge areas.

3.10.2.5 Restrictions

See paragraph Environmental Commitments. Dredge activities shall not impact adjacent non-project areas. See Section 01355 ENVIRONMENTAL PROTECTION.

3.10.3 Sediment Control Unit I/III Basin

3.10.3.1 Purpose

To provide sediment storage capacity.

3.10.3.2 Depth and Extent of Dredging

To stations, lines, and grade as shown on plans.

3.10.3.3 Material Placement

The materials shall be placed in LA-3 Ocean Disposal Site.

3.10.3.4 Sequence of Work

The materials in this area may be placed at LA-3 before, concurrent or after materials from other dredge areas.

3.10.3.5 Restrictions

See paragraph Environmental Commitments. Dredge activities shall not impact adjacent non-project areas. See Section 01355 ENVIRONMENTAL PROTECTION.

3.10.4 Restoration Channels: Shellmaker Island, Middle Island, New Island, Hotdog Tern Island

3.10.4.1 Purpose

Restoration of side channels will increase habitat for aquatic species, improve tidal circulation and isolate the islands for terrestrial predators such as dogs, cats and coyotes.

3.10.4.2 Depth and Extent of Dredging and/or Excavation

To stations, lines, and grade as shown on plans.

3.10.4.3 Material Placement

The materials shall be placed in LA-3 Ocean Disposal Site.

3.10.4.4 Sequence of Work

The materials in this area may be placed at LA-3 before, concurrent or after materials from other dredge areas.

3.10.4.5 Restrictions

See paragraph Environmental Commitments. Construction activities are prohibited in the Restoration Channel work areas during the March through September breeding season. Dredge activities shall not impact adjacent non-project areas. See Section 01355 ENVIRONMENTAL PROTECTION.

3.10.5 New Least Tern Island Pit

3.10.5.1 Purpose

To provide capacity for the Bullnose West Wetland Restoration materials, Hotdog Tern Island Top materials, Main Dike materials, and 23rd Street materials as shown on the plans.

3.10.5.2 Depth and Extent of Dredging

To stations, lines, and grade as shown on plans.

3.10.5.3 Material Placement

The materials shall be placed in LA-3 Ocean Disposal Site.

3.10.5.4 Sequence of Work

The pit shall be dredged prior to the placement of Bullnose West Wetland Restoration materials, Hotdog Tern Island Top materials, Main Dike materials and 23rd Street Wetland Restoration materials identified for placement into the pit. The pit shall be surveyed for completion, and upon acceptance, designated fill shall commence placement into the New Least Tern Island Pit immediately or within seven days. The Top Portion of Hotdog Tern Island shall be cleared, grubbed, excavated and the sand/shell layer shall be placed, between September 15 and April 15.

3.10.5.5 Restrictions

See paragraph Environmental Commitments. Dredge activities shall not impact adjacent non-project areas. See Section 01355 ENVIRONMENTAL PROTECTION.

3.10.6 23rd Street Wetland Restoration

3.10.6.1 Purpose

To restore degraded habitat area.

3.10.6.2 Depth and Extent of Dredging and/or Excavation

To stations, lines, and grade as shown on plans.

3.10.6.3 Material Placement

The upland materials designated for nearshore disposal shall be placed at the Newport Nearshore Disposal Site (approximately 40,000 cubic meters). The upland materials designated for in-bay disposal shall be placed into the New Least Tern Island Pit (approximately 56,000 cubic meters). For materials that are below the upland elevation limit of +1.65 meters MLLW as shown on the plans, (approximately 27,000 cubic meters), they shall be placed according to the following priority, as directed by the Contracting Officer:

a. The Materials shall be placed into the the New Least Tern Island Pit if there is remaining capacity as specified on the Plans and providing that the other materials designated for disposal into the New Least Tern Island Pit have been placed into the pit;

b. Otherwise, if the materials are nearshore compatible, they shall be placed at the Newport Nearshore Disposal Site;

c. Otherwise materials shall be placed in LA-3 Ocean Disposal Site.

3.10.6.4 Sequence of Work

The 23rd Street Wetland Restoration materials designated for disposal into the New Least Tern Island Pit shall be placed after the placement of the top portion of Hotdog Tern Island, the Bullnose West Wetland Restoration, and Main Dike materials into the New Least Tern Island Pit. The Top Portion of Hotdog Tern Island shall be cleared, grubbed, excavated and the sand/shell layer shall be placed, between September 15 and April 15.

3.10.6.5 Restrictions

See paragraph Environmental Commitments. Dredge activities shall not impact adjacent non-project areas. See Section 01355 ENVIRONMENTAL PROTECTION. The Contractor shall not access the 23rd Street Wetland Restoration area using Galaxy gate off Constellation Drive near Santiago Drive. Contact the County of Orange Supervising Ranger, Joannette Willert at (714) 973-6820 for other land-based access options for this area.

3.10.7 Top Portion of Hotdog Tern Island

3.10.7.1 Purpose

To dispose of the top portion of Hotdog Tern Island materials (materials above +2.4 meters MLLW) into the New Least Tern Island Pit.

3.10.7.2 Depth and Extent of Excavation

To stations, lines, and grade as shown on plans.

3.10.7.3 Material Placement

The materials shall be placed in the New Least Tern Island Pit.

3.10.7.4 Sequence of Work

The materials in this area shall be excavated after completion of clearing and grubbing of the island. The materials in this area shall be placed prior to the placement of the 23rd Street Wetland Restoration materials identified for placement into the New Least Tern Island Pit, in accordance with the Plans. The Top Portion of Hotdog Tern Island shall be cleared, grubbed, excavated and the sand/shell layer shall be placed, between September 15 and April 15.

3.10.7.5 Restrictions

See paragraph Environmental Commitments. Dredge activities shall not impact adjacent non-project areas. See Section 01355 ENVIRONMENTAL PROTECTION. The Top Portion of Hotdog Tern Island shall be cleared, grubbed, excavated and the sand/shell layer shall be placed, between September 15 and April 15.

3.10.8 Segment Main Dike

3.10.8.1 Purpose

Removal of a segment of the Main Dike will improve the protection of the species on the New Least Tern Island from land-based disturbances, such as human intrusion and terrestrial predators.

3.10.8.2 Depth and Extent of Excavation

To stations, lines, and grade as shown on plans.

3.10.8.3 Material Placement

The materials shall be placed in the New Least Tern Island Pit.

3.10.8.4 Sequence of Work

The materials in this area shall be excavated and placed into the New Least Tern Island Pit. The materials in this area shall be placed prior to the placement of the 23rd Street Wetland Restoration materials identified for placement into the New Least Tern Island Pit, in accordance with the Plans.

3.10.8.5 Restrictions

See paragraph Environmental Commitments. Dredge activities shall not impact adjacent non-project areas. See Section 01355 ENVIRONMENTAL PROTECTION.

3.10.9 Northstar Beach (Option 3) and Shellmaker Island Wetland Restorations

3.10.9.1 Purpose

To restore degraded habitat areas.

3.10.9.2 Depth and Extent of Dredging and/or Excavation

To stations, lines, and grade as shown on plans.

3.10.9.3 Material Placement

The materials at these two areas contain the best material for construction of the New Least Tern Island. Materials from Northstar Beach (Option 3 if awarded) or Shellmaker Island or both sites shall be used to construct a top layer on the New Least Tern Island (approximately 22,000 cubic meters), as shown on the plans. Materials from either or both sites shall be used to construct a sand/shell layer over the entire Hotdog Tern Island (approximately 6,000 cubic meters) as shown on the plans. The coarsest materials with shell component from these two areas shall be used for the top layer on the New Least Tern Island and Hotdog Tern Island. If there are not sufficient coarsest materials to build both the New Least Tern Island and the sand/shell layers, the second coarsest materials shall be used for construction of the New Least Tern Island. The materials that are not used to construct the New Least Tern Island and the sand/shell layer on New Least Tern Island and Hotdog Island shall be disposed in the Newport Nearshore Disposal Site. If dredged or excavated materials result in a scow load of silty material determined to be unsuitable, by the Contracting Officer, for disposal into the Newport Nearshore Disposal Site, the load shall be disposed at LA-3 in lieu of Newport Nearshore Disposal Site.

3.10.9.4 Sequence of Work

The materials designated for construction of the New Least Tern Island shall be placed after the placement of the designated New Least Tern Island Pit materials. The Top Portion of Hotdog Tern Island shall be cleared, grubbed, excavated and the sand/shell layer shall be placed, between September 15 and April 15.

3.10.9.5 Restrictions

See paragraph Environmental Commitments. Dredge activities shall not impact adjacent non-project areas. See Section 01355 ENVIRONMENTAL PROTECTION.

3.10.10 Bullnose West Wetland Restoration

3.10.10.1 Purpose

To restore degraded habitat areas.

3.10.10.2 Depth and Extent of Dredging and/or Excavation

To stations, lines, and grade as shown on plans.

3.10.10.3 Material Placement

The materials shall be placed in the New Least Tern Island Pit.

3.10.10.4 Sequence of Work

The materials in this area shall be placed prior to the placement of the 23rd Street Wetland Restoration materials identified for placement into the New Least Tern Island Pit, in accordance with the Plans.

3.10.10.5 Restrictions

See paragraph Environmental Commitments. Dredge activities shall not impact adjacent non-project areas. See Section 01355 ENVIRONMENTAL PROTECTION. The Contractor shall protect the vegetation identified by the Biological Monitor as vegetation that is to remain within the Bullnose West Wetland Restoration area. Prior to excavation and/or dredging activities, the Contractor and the Biological Monitor shall stake the areas to be excavated and/or dredged, notify the Contracting Officer for review and make adjustments to the dredging/excavation plan as directed by the Contracting Officer.

3.11 FILL AREAS

3.11.1 New Least Tern Island Pit

3.11.1.1 Purpose

To replace soft bay muds with excavated material that are unsuitable for ocean or nearshore disposal, for the foundation of the New Least Tern Island.

3.11.1.2 Depth and Extent of Fill

To stations, lines, and grade as shown on plans.

3.11.1.3 Material Sources

The sources of materials for the filling of the New Least Tern Island Pit are Top Portion of Hotdog Tern Island, Main Dike, Bullnose West Wetland Restoration, and 23rd Street Wetland Restoration according to the plans.

3.11.1.4 Sequence of Work

The New Least Tern Island Pit excavation shall be surveyed for completion, and upon acceptance, designated sources of material for fill shall commence placement into the New Least Tern Island Pit immediately or within seven days. The Top Portion of Hotdog Tern Island shall be cleared, grubbed, excavated and the sand/shell layer shall be placed, between September 15 and April 15.

3.11.1.5 Restrictions

See paragraph Environmental Commitments. Construction activities shall not impact adjacent non-project areas. See Section 01355 ENVIRONMENTAL PROTECTION.

3.11.2 New Least Tern Island

3.11.2.1 Purpose

Construct the New Least Tern Island according to the plans.

3.11.2.2 Depth and Extent of Fill

To stations, lines, and grade as shown on plans.

3.11.2.3 Material Sources

Sources of materials for the construction of the New Least Tern Island shall be Northstar Beach Wetland Restoration (Option 3 if awarded) and/or Shellmaker Island Wetland Restoration. The best of the sand and shell material from these two sources shall be placed on the top of the New Least Tern Island, and on the Hotdog Tern Island Sand/Shell Layer, in accordance with the plans.

3.11.2.4 Sequence of Work

The Top Portion of Hotdog Tern Island shall be cleared, grubbed, excavated and the sand/shell layer shall be placed, between September 15 and April 15.

3.11.2.5 Restrictions

See paragraph Environmental Commitments. Construction activities shall not impact adjacent non-project areas. See Section 01355 ENVIRONMENTAL PROTECTION.

3.11.3 Hotdog Tern Island Sand/Shell Layer

3.11.3.1 Purpose

Construct the Hotdog Tern Island Sand/Shell Layer according to the plans.

3.11.3.2 Depth and Extent of Fill

To stations, lines, and grade as shown on plans.

3.11.3.3 Material Sources

Sources of materials for the construction of the Hotdog Tern Island Sand/Shell Layer shall be Northstar Beach Wetland Restoration (Option 3 if awarded) and/or Shellmaker Island Wetland Restoration. The best of the sand and shell material from these two sources shall be used to construct the Hotdog Tern Island Sand/Shell Layer and for use on the top of the New Least Tern Island, in accordance with the plans.

3.11.3.4 Sequence of Work

The Top Portion of Hotdog Tern Island shall be cleared, grubbed, excavated and the sand/shell layer shall be placed, between September 15 and April 15.

3.11.3.5 Restrictions

See paragraph Environmental Commitments. Construction activities shall not impact adjacent non-project areas. See Section 01355 ENVIRONMENTAL PROTECTION.

3.12 SAMPLING OF MATERIAL

The Contractor shall obtain representative Sediment Samples at the pipeline discharge point as material is being discharged, or in the case of clamshell dredge, as material is placed into the scow.

Contractor shall obtain as a minimum two (2) samples per dredge and/or excavation area, and as a minimum three (3) samples per 100,000 cubic meter of dredge and/or excavated material per dredge and/or excavated area. The dredge and/or excavated areas are defined as follows:

- a. Access Channel PCH to Basin II (Contractor Access dredging)
- b. Access Channel Basin II to Basin I/III (Contractor Access dredging)
- c. Basin II (Base)
- d. Basin II (Option 1)
- e. Basin II (Option 2)
- f. Basin I/III
- g. Northstar Beach Wetland Restoration (Option 3)
- h. Shellmaker Island Wetland Restoration
- i. 23rd Street Wetland Restoration
- j. Bullnose West Wetland Restoration
- k. Shellmaker Island Restoration Channel
- l. Middle Island Restoration Channel
- m. New Island Restoration Channel
- n. Hotdog Tern Island Restoration Channel
- o. Main Dike
- p. Santa Ana Delhi Channel (Option 1)
- q. 23rd Street Scow Channel (Contractor Access dredging)
- r. New Least Tern Island Pit
- s. Hotdog Tern Island Top

The samples shall be taken at evenly spaced intervals of material volume in each dredge and/or excavation area as the areas are dredged and/or excavated. Each sample (water extracted) shall not be less than one (1) liter and shall be obtained in clear plastic bottles. Immediately after collection the samples shall be delivered to the address specified herein below. The bottle lids shall be suitably secured to preclude opening or leaking during shipment. The sample number shall be placed on the lid using indelible ink. Sufficient cushioning material shall be placed around the samples to prevent excessive movement and damage during shipment.

Address:

U.S. Army Corps of Engineers
ATTN: Prado Dam Quality Assurance Laboratory
2493 Pomona-Rincon Road
Corona, CA 92880
Attn: Doug Chitwood or Jim Miller
Tel: (951) 898-6173 or -6182

A Dredge/Excavation Sample Data Form shall accompany each sample in a clear, sealed plastic bag and shall include the description of the dredge and/or excavated cut location by coordinates and stationing, dredge and/or excavation cut elevation, disposal location, date, time, sample number, and the name of the person who collected the sample. A copy of the sample form is provided at the end of this section. The Contractor shall notify the Contracting Officer's Representative 48 hours in advance of sample collection.

3.13 CONTRACTOR'S SURVEYS

3.13.1 Survey Data

Reference is made to SECTION 00800: SPECIAL CONTRACT REQUIREMENTS, QUANTITY SURVEYS, FAR 52.236-16 which requires payment based on Government surveys. Progress payments or evidence (condition surveys) supporting extreme weather (storm) related shoaling, will be based upon Contractor's hydrographic surveys. The Contractor's survey shall provide full coverage of the entire project area.

It is further emphasized that only condition surveys supporting extreme weather (storm) - related shoaling will be considered for payment in addition to the government surveys, provided that the Contractor's surveys clearly show the condition before and after each shoaling event and the condition after removal of material from the shoaled area. Survey data which does not meet all applicable requirements and quality assurance verifications will not constitute a valid request for payment of shoaling.

Contractor's hydrographic surveys shall be performed electronically (automated) and the data shall be provided and submitted to the Government on an electronic media (IBM compatible, ASCII format) in delimited files of easting, northing, and depth (x,y,z), where the depth is indicated as negative if recorded below MLLW. The first lines of the data file will list the information as follows:

- * Project Name (Upper Newport Bay Ecosystem Restoration)
- * Surveyor's Name and Company
- * Area Surveyed
- * Type of Survey and Date of Survey (i.e. Pre-dredge, 1/22/2006)
- * Vertical Datum
- * Horizontal Datum
- * Tide Gage Location

These first 7 lines will be preceded by an asterisk (*), which indicates a comment line.

A plot of soundings will accompany the x,y,z data and all data shall be collected and plotted in metric units (meters).

3.13.2 Sounding Data Standards

The Contractor's hydrographic surveys for progress payment or evidence supporting extreme (storm) weather-related shoaling shall meet or exceed the survey standards listed in EM 1110-2-1003 (Hydrographic Surveying). Surveys shall be in the State Plane Coordinate System of 1983 - meters (SPCS 83), Zone 6 - 0406, State of California, and be performed by an independent hydrographic survey contractor with at least three (3) years of experience in hydrographic surveying of navigable channels and have either a current Land Surveyor's or a Professional Engineer's license, authorized to certify surveys in the State of California. The Hydrographic Surveyor Firm selected by the Contractor must be approved by the Contracting Officer prior to performing surveys for this contract.

3.13.3 Positioning System

It is required that hydrographic surveys shall be conducted using an Automated Range-Azimuth Positioning System or Differential Global Positioning System (DGPS) with positional accuracy of +/- 3 meters (1 DRMS) or exceed the survey standards listed in EM 1110-1-1003 and EM 1110-2-1003

that is linked to an automated (digital) depth recording device capable of continuous logging of x,y,z positional data with depth measurement resolution to the nearest five-hundredths (5/100) of a meter. Digital depths shall be supplemented by analog depth records if survey is performed by single beam echosounder. Sounding lines shall be verified by crosslines at least 10 percent of the principal lines and along the centerline of channel. Distance between successive soundings (sounding interval) shall be no more than 2 meters.

3.13.4 Survey Firm Acceptance

For the Contracting Officer to approve the selected survey firm, the Contractor must provide documentation indicating that modern electronic horizontal positioning and sounding system equipment will be used for the surveys to be performed as well as documentation verifying the experience of the operators using the equipment. Typical information that will be required, as a minimum, includes the name, model, and year of manufacture of the electronic equipment, the electronic frequencies of the horizontal positioning equipment and sounding equipment, and the manufacturer's stated positioning and sounding accuracies, and capability of the equipment proposed for usage. In addition, the Contractor must provide information that a safe and suitable vessel meeting U.S. Coast Guard requirements is available and will be used for operation in the waters where the surveys are to be performed. The Contractor shall submit credentials / qualifications as evidence that qualified, experienced staff are available and will be used for the operation of the vessel as well as for the electronic positioning and sounding equipment.

3.13.5 Data Processing

The Contractor's hydrographic surveys for progress payment or evidence supporting extreme (storm) weather-related shoaling shall use a Data Processing System to map the sounding data and calculate quantities. Reduced sounding data shall then be imported into the Data Processing System where cross-sections are compared to dredge templates and volume quantities are calculated. The software shall be capable of digital terrain modeling and shall produce, as a minimum, sounding sheets, cross section profiles, 3-dimensional area profiles, and quantity volume calculations using the Triangulated Irregular Network (TIN) method.

3.14 GOVERNMENT SURVEYS

3.14.1 Pre-Dredge And Post-Dredge Surveys

The Government will perform one pre-dredge survey for each Sediment Control Basin dredge area and the New Least Tern Island Pit dredge area after the award of contract and as close to commencement of each dredge area as possible. For the post-dredge survey for each dredge area, the Contractor shall notify the Contracting Officer not less than ten (10) working days prior to completion of the entire work. The Government will perform the post-dredge survey as soon as practicable after completion of the work for each dredge area or portion thereof as approved by the Contracting Officer, generally within 7 calendar days after completion of the entire work at no cost to the Contractor. All areas found to be in compliance with the contract requirements will be measured for payment in accordance with SECTION 01270A MEASUREMENT AND PAYMENT.

If the Government is unable to perform the final survey(s) due to the

failure of the Contractor to complete the work in accordance with his prior notification, the Contracting Officer will charge the cost of the survey plant and standby labor, at \$3,500.00 per day, to the Contractor. Preliminary data will be available within ten (10) calendar days after the Government survey is performed. If the preliminary survey data indicates that the dredged area is not at the required depth, the Contractor will be directed to resume dredging and to complete the work to project depth. Adjustment in cost for additional Government post-dredge surveys shall be as specified in paragraph: FINAL EXAMINATION AND ACCEPTANCE.

3.14.2 Methods of Soundings

The material removed will be measured by cubic meter in place, by means of soundings taken before and after dredging, reference SECTION 01270A MEASUREMENT AND PAYMENT. Soundings shall be conducted using commercially available Automated Range-Azimuth Positioning System or Differential Global Positioning System (DGPS), in State Plane Coordinate System of 1983 - meters, (SPCS 83), Zone 6 - 0406, State of California. Soundings shall be taken by an acoustic multi-beam swath method (nominally 200 kHz). The multi-beam swath survey may be supplemented with dual frequency single-beam acoustic surveys (nominally 24-38 kHz and 200 kHz). Other methods such as lead line, trigonometric leveling (total station)/differential leveling, or single-beam acoustic survey methods, may be used if multi-beam method is not warranted as determined by the Contracting Officer. Results of soundings by any of these methods, singularly or in combination, will be the basis for payment. The Contractor has the option of being present when such soundings are made.

3.14.3 Restoration Channels

Acceptance of the restoration channel work shall be based upon the Government's post-dredge/excavation survey. Survey shall be conducted utilizing single-beam soundings, lead line and/or land survey techniques, spaced every 15 meters.

3.14.4 Wetland Restoration Areas

Acceptance of the wetland restoration work shall be based upon the Government's post-dredge/excavation survey utilizing land survey techniques. All wetland restoration areas shall slope to drain. Acceptance of Shellmaker Island and Northstar Beach (if awarded) Wetland Restoration work shall also be based upon the completed construction and acceptance of the New Least Tern Island.

3.15 SHOALING

If, before the contract is completed, additional shoaling occurs in any section (area) including shoaling in the finished channel, because of the natural lowering of the side slopes or from sediments transported inside the project area, re-dredging at contract price, within the limit of available funds, may be done if agreeable to both the Contractor and the Contracting Officer.

3.16 REPORTING REQUIREMENT

The Contractor will be required to prepare and maintain a Daily Report of Operations and furnish copies thereof to the Contracting Officer's representative. The daily reports shall document dredging operations for all shifts in a 24-hour period. During the performance of all dredging

operations, equipment operators shall fill out a Daily Dredging Report and Leverman's Shift Log for each calendar day's activity on each dredge being operated. Forms and reporting format to be used shall be submitted to Contracting Officer for approval prior to use. Forms shall be filled out completely and legibly; including signatures, using black ink. Original forms shall be given to Contracting Officer by 12:00 noon on the day following date shown on reports. Daily Dredging Report shall be filled out for every calendar day and every dredge on site, even when equipment is not working. Copies of sample forms are provided at the end of Section 01451A CONTRACTOR'S QUALITY CONTROL.

3.17 FINAL EXAMINATION AND ACCEPTANCE

As soon as practicable after the completion of the entire work, a final examination of the work will be conducted by the Contracting Officer. Should any shoals, lumps, or other lack of contract depth or grade be disclosed by this examination, the Contractor will be required to remove same. The Contractor or his authorized representative will be notified when soundings and survey are to be made, and will be permitted to accompany the survey. When the area is found to be in a satisfactory condition, it will be accepted finally. Should more than two survey operations by the Government over an area be necessary by reason of work for the removal of shoals or material disclosed at a prior survey, the cost of such third and any subsequent survey operations will be charged against the Contractor at the rate of \$5,000.00 per day for each day in which the Government plant is engaged in survey and/or is enroute to or from the site or held at or near the said site for such operations.

Final acceptance of the whole or a part of the work and the deductions or corrections of deductions made thereon will not be reopened after having once been made, except on evidence of collusion, fraud, or obvious error, and the acceptance of a completed section shall not change the time of payment of the retained percentages of the whole or any part of the work.

Dredge/Excavation Sample Data Form**Upper Newport Bay Ecosystem Restoration Project**

Contract No.: _____ Sample No.: _____
Contractor Name: _____ Date: _____
Name of Dredge: _____ Time: _____
Type of Dredge: ___Clamshell ___Hopper ___Hydraulic Cutterhead ___other
If other, specify: _____

Cut Location

area: _____ northing: _____
station: _____ easting: _____
range: _____
elevation: _____

Placement Location

area: _____ northing: _____
station: _____ easting: _____
range: _____
elevation: _____

Sample Obtained By: _____

Sample Obtained From: _____

Remarks: _____

Note: A copy of this completed form shall accompany the sample when shipped to the laboratory for testing.

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DIVISION 02 - SITE WORK

SECTION 02231

CLEARING AND GRUBBING

09/03

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SECTION 02231

CLEARING AND GRUBBING
09/03

PART 1 GENERAL

1.1 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only or as otherwise designated. When used, a designation following the "G" designation identifies the office that will perform additional review of the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-03 Product Data

SD-04 Samples

Tree wound paint

Herbicide

Submit samples in cans with manufacturer's label.

1.2 DELIVERY, STORAGE, AND HANDLING

Deliver materials to, store at the site, and handle in a manner which will maintain the materials in their original manufactured or fabricated condition until ready for use.

PART 2 PRODUCTS

2.1 TREE WOUND PAINT

Bituminous based paint of standard manufacture specially formulated for tree wounds.

2.2 HERBICIDE

Comply with Federal Insecticide, Fungicide, and Rodenticide Act (Title 7 U.S.C. Section 136) for requirements on contractor's licensing, certification and record keeping. Contact the command Pest Control Coordinator prior to starting work.

PART 3 EXECUTION

3.1 PROTECTION

3.1.1 Roads and Walks

Keep roads and walks free of dirt and debris at all times.

3.1.2 Trees, Shrubs, and Existing Facilities

Trees and vegetation to be left standing shall be protected from damage incident to clearing, grubbing, and construction operations by the erection of barriers or by such other means as the circumstances require.

3.1.3 Utility Lines

Protect existing utility lines that are indicated to remain from damage. Notify the Contracting Officer immediately of damage to or an encounter with an unknown existing utility line. The Contractor shall be responsible for the repairs of damage to existing utility lines that are indicated or made known to the Contractor prior to start of clearing and grubbing operations, and shall immediately make necessary repairs to minimize interruption of the service. When utility lines which are to be removed are encountered within the area of operations, the Contractor shall immediately notify the Contracting Officer to minimize interruption of the service.

3.2 CLEARING

Clearing shall consist of the felling, trimming, and cutting of trees into sections and the satisfactory disposal of the trees and other vegetation designated for removal, including downed timber, stumps, snags, brush, roots, and other rubbish or refuse occurring within the areas to be cleared. Clearing shall also include the removal and disposal of structures that obtrude, encroach upon, or otherwise obstruct the work. Trees, stumps, roots, brush, and other vegetation in areas to be cleared shall be cut off flush with or below the original ground surface, except such trees and vegetation as may be indicated or directed to be left standing. Trees designated to be left standing within the cleared areas shall be trimmed of dead branches 40 mm or more in diameter and shall be trimmed of all branches the heights indicated or directed. Limbs and branches to be trimmed shall be neatly cut close to the bole of the tree or main branches. Cuts more than 40 mm in diameter shall be painted with an approved tree-wound paint. Apply herbicide in accordance with the manufacturer's label to the top surface of stumps designated not to be removed.

3.3 GRUBBING

Grubbing shall consist of the removal and disposal of stumps, roots larger than 75 mm in diameter, and matted roots from the designated grubbing areas. Material to be grubbed, together with logs and other organic or metallic debris not suitable for foundation purposes, shall be removed to a depth of not less than 455 mm below the original surface level of the ground in areas indicated to be grubbed and in areas indicated as construction areas under this contract. Depressions made by grubbing shall be filled with suitable material and compacted to make the surface conform with the original adjacent surface of the ground.

3.4 DISPOSAL OF MATERIALS

All material on the project site noted for clearing and grubbing shall become the property of the Contractor, and shall be removed from the project site and disposed of off station. Logs, stumps, roots, brush, rotten wood, and other refuse from the clearing and grubbing operations and timber, shall be disposed of outside the limits of Government-controlled land at the Contractor's responsibility, except when otherwise directed in writing. Such directive will state the conditions covering the disposal of such products and will also state the areas in which they may be placed.

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SECTION 02373

GEOTEXTILE
08/04

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of the specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 123	(1993) standard Terminology of Terms Related to Textiles
ASTM D 1683	(1990) Failure in Sewn Seams of Woven Fabrics
ASTM D 4355	(1999) Deterioration of Geotextiles from Exposure to Ultraviolet Light and Water (Xenon-Arc Type Apparatus)
ASTM D 4491	Standard Test Method for Water Permeability of Geotextile by Permittivity
ASTM D 4533	(1991; R 1996) Trapezoid Tearing Strength of Geotextiles
ASTM D 4632	(1991; R 1997) Grab Breaking Load and Elongation of Geotextiles
ASTM D 4751	Standard Test Method for Determining Apparent Opening Size of a Geotextile
ASTM D 4833	(2000) Index Puncture Resistance of Geotextiles, Geomembranes, and Related Products
ASTM D 4873	(2001) Identification, Storage, and Handling of Geosynthetics Rolls and Samples

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will perform additional review of the submittal for the Government. Submit in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Geotextile Installation Plan and Schedule; G

The contractor shall submit a plan and schedule for installation of geotextile which describes equipment, storage, installation, sequence of placement, and relationship to other work elements. This plan and schedule shall be provided for review by the Contracting Officer prior to placement of geotextile.

SD-03 Product Data

Thread

A minimum of 7 days prior to scheduled use, proposed thread type for sewn seams along with data sheets showing the physical properties of the thread.

Manufacturing Quality Control Sampling and Testing

A minimum of 7 days prior to scheduled use, manufacturer's quality control manual.

SD-04 Samples

Quality Assurance Samples and Tests

Samples for quality assurance testing; 7 days shall be allotted in the schedule to allow for testing.

SD-06 Test Reports

Tests for Geotextile

Upon request, the contractor shall supply samples for quality assurance tests for the geotextile. All samples provided shall be from the same production lot as will be supplied for the contract, and shall be the full manufactured width of the geotextile by at least 3.1 meters (10 feet) long, except that samples for seam strength may be a full width sample folded over and the edges stitched for a length of at least 1.5 meters (5 feet). Samples submitted for testing shall be identified by manufacturers lot designation. For needle punched geotextile, the manufacturer shall certify that the geotextile has been inspected using permanent on-line metal detectors and does not contain any needles. Reports shall provided a minimum of 7 days prior to scheduled use.

SD-07 Certificates

Geotextile Mill Certificates or Affidavit

All brands of geotextile and all seams to be used shall be accepted on the basis of mill certificates or affidavits. The Contractor shall furnish the Contracting Officer, in duplicate, a mill certificate or affidavit signed by a legally authorized official from the company manufacturing the geotextile. The mill certificate or affidavit shall attest that the geotextile meets the chemical, physical and manufacturing requirements stated in this specification.

1.3 DELIVERY, STORAGE AND HANDLING

Delivery, storage, and handling of geotextile shall be in accordance with ASTM D 4873.

1.3.1 Delivery

The Contracting Officer shall be notified a minimum of 24 hours prior to delivery and unloading of geotextile rolls. Only approved geotextile shall be delivered to the project site. All geotextile shall be labeled, shipped, stored, and handled in accordance with ASTM D 4873 and as specified herein. Rolls shall be packaged in an opaque, waterproof, protective plastic wrapping. The plastic wrapping shall not be removed until deployment. If quality assurance samples are collected, rolls shall be immediately rewrapped with the plastic wrapping. Geotextile or plastic wrapping damaged during storage or handling shall be repaired or replaced, as directed. Each roll shall be labeled with the manufacturer's name, geotextile type, roll number, roll dimensions (length, width, gross weight), and date manufactured. Geotextile wrapping damaged as a result of delivery, storage, or handling shall be repaired or replaced, as directed at no additional cost to the Government.

1.3.2 Handling

No hooks, tongs, or other sharp instruments shall be used for handling geotextile. Geotextile shall not be dragged along the ground. Any geotextile determined to be damaged as a result of poor handling shall be removed from the site and replaced, at no additional cost to the Government, by additional geotextile meeting requirements of this specification.

1.3.3 Storage

During all periods of shipment and storage, the geotextile shall be protected from direct sunlight, ultra-violet rays, temperatures greater than 60 Celsius or less if recommended by the manufacturer, mud, dirt, dust and debris. Geotextile shall be stored in areas where water cannot accumulate, elevated off the ground, and protected from conditions that will affect the properties or performance of the geotextile.

PART 2 PRODUCTS

2.1 RAW MATERIALS

2.1.1 Geotextile

Submit Geotextile Mill Certificates or Affidavit

Submit Tests for Geotextile

2.1.1.1 General

The geotextile shall be a woven pervious sheet of plastic yarn as defined by ASTM D 123. The geotextile shall equal or exceed the minimum average roll values listed in TABLE 1, MINIMUM PHYSICAL REQUIREMENTS FOR GEOTEXTILE. Strength values indicated in the table are for the weaker principal direction.

TABLE 1
MINIMUM PHYSICAL REQUIREMENTS FOR GEOTEXTILE

PROPERTY	UNITS	ACCEPTABLE VALUES	TEST METHOD
GRAB STRENGTH	N (lb)	1110 (250)	ASTM D 4632
PUNCTURE	N (lb)	200 (45)	ASTM D 4833
TRAPEZOID TEAR	N (lb)	300 (60)	ASTM D 4533
APPARENT OPENING SIZE	metric	0.18 mm	ASTM D 4751
PERMITTIVITY	SEC -1	0.5	ASTM D 4491
ULTRAVIOLET DEGRADATION	PERCENT	15 AT 1200 HRS	ASTM D 4355

2.1.1.2 Geotextile Fiber

Fibers used in the manufacturing of the geotextile shall consist of a long-chain synthetic polymer composed of at least 85 percent by weight of polyolefin's, polyesters, or polyamides. Stabilizers and/or inhibitors shall be added to the base polymer if necessary to make the filaments resistant to deterioration caused by ultraviolet light and heat exposure. Reclaimed or recycled fibers or polymer shall not be added to the formulation. Geotextile shall be formed into a network such that the filaments or yarns retain dimensional stability relative to each other, including the edges. The edges of the geotextile shall be finished to prevent the outer fiber from pulling away from the geotextile.

2.1.2 Thread

Submit Thread.

The seams of the geotextile shall be sewn with thread of a material meeting the chemical requirements given above for geotextile yarn or shall be bonded by cementing or by heat. The sheets of geotextile shall be attached at the factory or another approved location. Seams shall be tested in accordance with method ASTM D 1683. The strength of the seam shall be not less than 90 percent of the required grab tensile strength of the unaged geotextile in any principal direction.

2.1.3 Securing Pins

Securing pins or other approved means of anchoring shall be used to hold the geotextile in place. Other appropriate means to prevent movement such as sand bags, and stone could also be used. The number of pins used shall be sufficient to maintain the geotextile in place.

TABLE 2
MAXIMUM SPACING FOR SECURING PINS

EMBANKMENT	SPACING, meter
STEEPER THAN 1V ON 3H	0.6
1V ON 3H TO 1V ON 4H	1.0
FLATTER THAN 1V ON 4H	1.5

2.2 QUALITY CONTROL SAMPLING AND TESTING

2.2.1 QUALITY ASSURANCE SAMPLES AND TESTS

Submit Quality Assurance Samples and Tests.

Submit Manufacturing Quality Control Sampling and Testing.

The Manufacturer shall be responsible for establishing and maintaining a quality control program to assure compliance with the requirements of the specification. Documentation describing the quality control program shall be made available upon request. Manufacturing quality control sampling and testing shall be performed in accordance with the manufacturer's approved quality control manual.

PART 3 EXECUTION

3.1 INSTALLATION

3.1.1 General

The Contractor shall notify the Contracting Officer a minimum of 24 hours prior to installation of geotextile. Geotextile rolls which are damaged or contain imperfections shall be repaired or replaced as directed.

The geotextile shall be placed in the manner and at the locations shown on the drawings. At the time of installation, the geotextile shall be rejected if it has defects, rips, holes, flaws, deterioration or damage incurred during manufacture, transportation or storage.

The geotextile shall be laid flat and smooth so that it is in direct contact with the subgrade. The geotextile shall also be free of tensile stresses, folds, and wrinkles. On slopes steeper than 10 horizontal on 1 vertical, the geotextile shall be laid with the machine direction of the fabric parallel to the slope direction.

3.1.1.1 Subgrade Preparation

Surface on which the geotextile will be placed shall be prepared, to a relatively smooth surface condition, in accordance with the applicable portion of this specification and shall be free from obstruction, debris, depressions, erosion feature, or vegetation. Any irregularities will be removed so as to insure continuous, intimate contact of the geotextile with all the surface. Any loose material, erosion features such as rills, gullies...etc. must be graded out of the surface before geotextile

placement.

3.1.1.2 Placement

Submit Geotextile Installation Plan and Schedule.

The geotextile shall be placed in one layer as noted on the drawings with the long dimension perpendicular to the slope or crest of slope and laid smooth and free of tension, stress, folds, wrinkles, or creases. The geotextile fabric shall be placed to provide no gap between adjacent pieces of geotextile fabric. Joints shall be staggered a minimum of 1 meter. Temporary pinning of the geotextile to help hold it in place until subsequent material is placed shall be allowed. The temporary pins shall be removed as the subsequent material is placed to relieve high tensile stress which may occur during placement of material on the geotextile. Trimming shall be performed in such a manner that the geotextile shall not be damaged in any way.

3.2 SEAMS

3.2.1 Overlap Seams

Geotextile panels shall be continuously overlapped a minimum of 1 meters at all longitudinal and transverse joints. If approved, sewn seams may be used instead of overlapped seams.

3.2.2 Sewn Seams

Factory and field seams shall be continuously sewn on all slopes steeper than 1 vertical on 4 horizontal or at the locations shown on the drawings. The stitch type used shall be a 401 locking chain stitch or as recommended by the manufacturer. For field and factory seams which are sewn, the Contractor shall provide at least a 6 foot sample of sewn seam before the geotextile is installed. For seams that are field sewn, the seams shall be sewn using the same equipment and procedures as will be used for the production seams. If seams are sewn in both the machine and cross machine direction, samples of seams from both directions shall be provided. Quality Assurance seam samples shall be provided to the Government at the request of the Contracting Officer. Seam strength shall meet the minimum requirements specified in Table 1. The thread at the end of each seam run shall be tied off to prevent unraveling. Skipped stitches or discontinuities shall be sewn with an extra line of stitching with a minimum of 0.5 meters of overlap.

High strength thread should be used such that seam test conform to ASTM D 1683. The thread shall meet the chemical, ultraviolet, and physical requirements of the geotextile, and the color shall be different from that of the geotextile. The seam strength shall be equal to the strength required for the fabric in the direction across the seam. Overlapping J-type seams are preferable over prayer-type seams as the overlapping fabric reduces the chance of openings to occur at the seam. Double sewing shall be used specially for field seams to provide a safety factor against undetected missed stitches.

3.3 PROTECTION

Any damage to the geotextile during its installation or during placement of subsequent materials shall be replaced by the Contractor at no cost to the Government. The work shall be scheduled so that the covering of the geotextile with a layer of the specified material is accomplished within 10

calendar days after placement of the geotextile. Failure to comply shall require replacement of geotextile. The geotextile shall be protected from damage prior to and during the placement of other materials. Before placement of sediments, gravels, or other materials, the Contractor shall demonstrate that the placement technique will not cause damage to the geotextile. In no case shall any type of equipment be allowed on the unprotected geotextile.

3.3.1 Northstar Beach

Prior to placement of stone on top of the Geotextile, the Contractor shall place a 10 cm protective layer of sand before placing larger stone to protect the Geotextile during placement of the stone. Local materials may be used if available. The protective layer must be free of debris, refuse, or any other items which may puncture the Geotextile.

3.4 REPAIRS

Torn or damaged geotextile shall be repaired. Repairs shall be performed by placing a patch of the same type of geotextile over the damaged area. The patch shall extend a minimum of 0.3 meters beyond the edge of the damaged area. Patches shall be continuously fastened using approved methods. The machine direction of the patch shall be aligned with the machine direction of the geotextile being repaired. Geotextile rolls which cannot be repaired shall be removed and replaced. Repairs shall be performed at no additional cost to the Government.

3.5 PENETRATIONS

Engineered penetrations of the geotextile shall be constructed by methods recommended by the geotextile manufacturer.

3.6 COVERING

Geotextile shall not be covered prior to inspection and approval by the Contracting Officer. Cover material shall be placed in a manner that prevents soil from entering the geotextile overlap zone, prevents tensile stress from being mobilized in the geotextile, and prevents wrinkles from folding over onto themselves. On side slopes, material backfill shall be placed from the bottom of the slope upward. Cover material shall not be dropped onto the geotextile from a height greater than .3 meter. No equipment shall be operated directly on top of the geotextile. Equipment with ground pressures less than 48 kPa shall be used to place the first lift over the geotextile. A minimum of 0.3 meters of soil shall be maintained between full-scale construction equipment and the geotextile. Cover soil material type, compaction, and testing requirements are described in Section 02722 AGGREGATE BASE COURSE. Equipment placing cover soil shall not stop abruptly, make sharp turns, spin their wheels, or travel at speeds exceeding 8 km/h.

-- End of Section --

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DIVISION 02 - SITE WORK

SECTION 02380A

STONE, CHANNEL, SHORELINE/COASTAL PROTECTION FOR STRUCTURES

08/04

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SECTION 02380A

STONE, CHANNEL, SHORELINE/COASTAL PROTECTION FOR STRUCTURES
08/04

PART 1 GENERALPART 1 GENERAL

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

American Society for Testing and Materials (ASTM)

ASTM C 295	(1990) Petrographic Examination of Aggregates for Concrete
ASTM C 88	(1990) Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
ASTM C 127	(1988; R 1993el) Specific Gravity and Absorption of Coarse Aggregate
ASTM C 535	(1989) Resistance to Degradation of Large-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
ASTM D 3740	(1996) Minimum for Agencies Engaged in the Testing and/or Inspection of Soil or Rock as Used in Engineering Design or Construction
ASTM D 4791	(1995) Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregate
ASTM D 5519	(1994) Particle Size Analysis of Natural and Man Made stone Materials
ASTM E 548	(1994) General Criteria Used for Evaluating Laboratory Competence

U.S. Army Corps of Engineers (USACE)

CRD-148	Accelerated Expansion
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National Institute of Standards and Technology (NIST)

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. Submit in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Source of Stone; G

Name and location of quarry.

Testing Laboratory

Name and location of laboratory.

SD-03 Product Data

Construction Plan; G

SD-05 Design Data

Method of Placement, G

SD-06 Test Reports

Evaluation Testing of Stone

Quality Compliance Testing; G.

Stone quality compliance test results in accordance with paragraph: Stone Quality.

Gradation Test

Results of required gradation tests, in accordance with paragraph GRADATION TEST, shall be submitted prior to placement of stone.

SD-07 Certificates

Scale Tickets

Waybills and Delivery Tickets

Copies of waybills or delivery tickets, scale tickets and/or records of weights shall be submitted in accordance with paragraph STONE DELIVERY.

SD-10 Operation and Maintenance Data

Daily Report of Operations

Contractor to submit daily report of operation at the end of each day.

1.3 TERMINOLOGY

This paragraph explains certain terminology which is common to construction

of bank stabilization work which may not be self explanatory in the subsequent applicable provisions of the technical specifications and on the drawings.

1.3.1 Riprap

Riprap is normally produced by mechanical methods, with a jaw crusher and grizzly after the stone has been mined by blasting in a quarry. Throughout this section, the terms "stone" shall be synonymous with riprap.

PART 2 PRODUCTS

2.1 STONE

Specified grading of all new material shall be met both at the source and as delivered to the project. In addition, material not meeting the required grading due to segregation or degradation during placement shall be rejected. If test results show that stone does not meet the required grading, the hauling operation will be stopped immediately and will not resume until processing procedures are adjusted and a gradation test is completed showing gradation requirements are met. All gradation tests shall be at the expense of the Contractor.

2.2 STONE SOURCES

2.2.1 Source Authorization

Before any stone is produced from a source for completion of the work under this contract, the Source of Stone shall be submitted to the Contracting Officer and must be authorized by the Contracting Officer. Authorization of a stone source shall not be construed as a waiver of the right of the Government to require the Contractor to furnish stone which complies with these specifications. Materials produced from localized areas, zones or strata will be rejected when such materials do not comply with the specifications.

2.2.2 Source Development

Before a proposed source or sources of stone will be considered for sampling and testing, the Contractor must demonstrate that the source has sufficient stone to fulfill the contract requirements. If sufficient amounts of stone conforming to these specifications are not available from a source or sources used in the work, the Contractor shall submit stone from another source for authorization.

2.2.3 Source Documentation

Authorization of a proposed stone source will be based on test results and/or service records. In general, current Corps of Engineers test results shall be required and Quality Compliance Testing. In special cases, however, the Contracting Officer may elect to use either past Corps of Engineers test results, test results from other agencies or private laboratories, or service records. A service record is considered to be acceptable if stone from the proposed source has remained sound and functional after at least 10 years of exposure on a project similar to the one to be constructed under these specifications.

2.2.4 Potential Stone Sources

Table 1 shows stone sources in the project area which have either undergone recent quality compliance testing for use on Corps of Engineers projects or have acceptable service records:

Table 1 stone Sources

<u>Source Name</u>	<u>Nearest City</u>
Corona-Pacific	Corona
Eagle Valley	Corona
Pebbly Beach	Catalina
Ormond (Atkinson)	Riverside
Slover Mountain	Colton
Fish Canyon	Azusa
Gillibrand	Newhall
Pyrite Street	Riverside

Listing of a stone source is not to be construed as to current or future availability of the source, authorization of all materials from the source, nor as a waiver of inspection and testing of the source. Stone produced from any listed source must meet all the requirements set forth in these specifications. Listing of a stone source is also not to be construed as an indication that the source can produce the total quantity of stone required for the project. Stone may be furnished from other sources designated by the Contractor and authorized by the Contracting Officer subject to the conditions stated herein.

Stone removed from existing structures under this contract may be reused providing the existing stone meets the specifications herein. However, stone removed from existing structures which do not meet the specifications herein shall become the property of the contractor and removed from the project site at the contractors expense.

2.3 STONE QUALITY

2.3.1 Quality Compliance Testing

If the Contractor proposes to furnish stone from an unlisted source, or a listed source which has not been tested in 5 years, the Contractor shall have evaluation tests performed on stone samples collected from the proposed source. The samples shall be submitted to an approved Testing Laboratory for testing. The samples shall consist of at least 135 kilograms of representative stone. The quarry faces and the stockpiles to be used shall be examined and sampled. Samples shall be collected at the quarry by the Contractor with the contracting Officer, a representative of the quarry, and an engineering geologist from the Geotechnical Branch of the Los Angeles District will be present while the sample is taken. The Contractor will then ship the samples at the Contractor's expense to an approved laboratory. The laboratory to perform the required testing shall be approved based on compliance with ASTM E 548 and relevant paragraphs of ASTM D 3740. The laboratory will be under the direct supervision of a state licensed Civil Engineer, Geologist, or Engineering Geologist. No testing shall be permitted until the laboratory has been inspected and approved. Results of the tests shall be submitted to the Contracting Officer a minimum of 30 days in advance of the time when the stone will be required in the work.

2.3.2 Evaluation Testing of Stone

Results of testing as outlined in Quality Compliance Testing shall be subjected to such tests as are necessary to demonstrate to the satisfaction of the Contracting Officer that the materials are acceptable for use in the work, and the Evaluation Testing of Stone results shall be submitted to the Contracting Officer. As a minimum, the stone shall meet the following test requirements.

<u>Test</u>	<u>Test Method</u>	<u>Requirement</u>
Specific Gravity (Bulk SSD)	ASTM C 127	2.65 minimum
Absorption	ASTM C 127	2% maximum
Abrasion Loss	ASTM C 535	50% maximum loss ⁽¹⁾
Wetting and Drying	SPD Test Procedure(1)	No fracturing(3)

In addition to the above tests, the Contracting Officer will have the option to require a subsequent round of testing with the additional tests, as listed below, as well as being subjected to a petrographic and X-Ray Diffraction analysis in accordance with ASTM C 295⁽³⁾. The stone must not contain any expansive clays.

<u>Test</u>	<u>Test Method</u>	<u>Requirement</u>
Sulfate Soundness	ASTM C 88 ⁽²⁾	10% maximum loss
Accelerated Expansion	COE CRD-148	15% maximum loss

NOTE: (1) Stone which has a loss greater than the specified limit will be accepted if the Contractor demonstrates that the stone has a satisfactory service record.

NOTE: (2) The test shall be made on 50 particles each weighing 100 grams, +/-25 grams in lieu of the gradation given in ASTM C 88.

NOTE: (3) The laboratory test procedure for petrographic and X-Ray Diffraction is performed according to ASTM C 295, except for the following requirements, which shall be added to each petrographic test run by the laboratory:

- a. A color, microscopic photograph shall be made of stone type and the individual minerals within the stone shall be identified by labels and arrows upon the photograph.
- b. A very detailed macroscopic and microscopic description shall be made of the stone, to include the entire mineral constituents, individual sizes, their approximate percentages and mineralogical histories. A description of the stone hardness, texture, weathering and durability factors shall also be discussed.
- c. A written summary of the suitability of stone based on the test results of ASTM C 535 shall be presented in the final laboratory report on stone quality.

2.3.3 Stone Acceptance Criteria

Prior to placement, all stone shall be subject to acceptance by the Contracting Officer. Acceptance of any stone shall not constitute acceptance of all stone from a source. All stone shall be unweathered, durable material as approved by the Contracting Officer. Stone shall be of a suitable quality to ensure permanence in the structure and in the climate in which it is to be used. It shall be free from cracks, blast fractures,

bedding, laminations, weak cleavages, seams and other defects that would tend to increase its deterioration from natural causes. Inspections for cracks, fractures, seams and defects shall be made by visual examination. If, by visual examination, it is determined that 10 percent or more of the stone produced contains hairline cracks, then all stone produced by the means and measures which caused the fractures shall be rejected. A hairline crack that is defined as being detrimental shall have a minimum width of 0.1 mm and shall be continuous for 1/3 the dimension of at least two sides of the stone. The stone shall be clean and free from soil and quarry fines, and shall contain no refuse. The stone shall be of such character that it will not disintegrate from the action of air, water, or the conditions of handling and placing. In addition, all accepted stone shall be:

- a. of the same lithology as the demonstration stockpile and the original stone from which test results or service records were taken as a basis for authorization of the source;
- b. sound, durable, hard, and free of laminations, weak cleavages, undesirable weathering, or blasting or handling-induced fractures (or fracture zones, which subtend more than 1/3 of the total circumference of the stone, along the plane of fracturing);
- c. angular with a shape which assures interlocking with adjacent stone.

2.4 GRADATION REQUIREMENTS

2.4.1 Gradation Test For Stone Revetment at Northstar Beach (Option 3)

The Contractor shall perform a gradation test or tests on the stone in accordance with ASTM D 5519, Test Method A. The sample shall be taken by the Contractor. The Contractor shall notify the Contracting Officer not less than 3 days in advance of each test. The Contractor shall perform the tests and certify to the Contracting Officer that the stone shipped complies with the specifications. At least one gradation test shall be performed per 2,000 tons (metric) of each size of stone placed, but not less than two tests shall be performed. The gradation tests shall be reported using the forms, GRADATION TEST DATA SHEET attached at the end of this section. Additional gradation tests required by the Contracting Officer shall not count as part of the minimum number of gradation tests required. Any unacceptable stone shall either be reworked to bring the stone within the specified gradation or the stone shall be removed from the project site as determined by the Contracting Officer. The Contracting Officer may direct this testing under the Contract Clause INSPECTION OF CONSTRUCTION. The Contractor is responsible for providing all necessary screens, scales and other equipment, and operating personnel, and shall grade the sample. Certification and test results for the stone to be used must be received before the stone arrives at the jobsite.

The specified gradation requirements shall apply to the completed stone placed at Northstar Beach. The stone shall have a maximum diameter not more than 33 cm and shall be continuously well graded within the limits specified in TABLE 1, when tested in accordance with ASTM D 5519, Test Method A.

TABLE 1. GRADATION OF STONES

Stone size Designation	Percentage by Weight Passing Square-Mesh Sieve

33.0 cm	100
30.0 cm	95-100
24.0 cm	50-95
18.0 cm	15-50
10.0 cm	0-3

2.5 REJECTED STONE

New stone of unsuitable quality and/or size distribution as required by these specifications shall be rejected. Any rejected stone shall be promptly removed from the project at no expense to the Government. Any portions of the work covered by these specifications containing rejected stone will be considered incomplete.

2.6 QUARRY OPERATIONS

Quarry operations shall be conducted by the Contractor in a manner that shall produce stone conforming to the requirements specified and may involve selective quarrying, handling, processing, blending, and loading as necessary, all of which shall be as specified in Section 01451A CONTRACTOR QUALITY CONTROL.

2.7 PROPORTIONAL DIMENSION LIMITATIONS

The maximum aspect ratio (greatest dimension:least dimension) of any piece of stone for size ranges, shall be not greater than 3:1 when measured across mutually perpendicular axis. Not more than 25 percent (25%) of the stones within a gradation range shall have an aspect ratio greater than 2.5:1. A flat and elongated piece of stone is defined as having a ratio of width to thickness or length to width greater than 3:1. ASTM D 4791 shall be used as a guide to perform the test.

2.8 STONE STOCKPILE

Storage of stone at the worksite is not to be confused with off-site stockpiling of stone. If the Contractor elects to provide off-site stockpiling areas, the Contracting Officer shall be notified by the Contractor of all such areas. The Contractor's stockpile shall be a maximum of 3.6 m high and formed by a series of layers of truckload dumps, where the rock essentially remains where it is placed. Subsequent layers shall be started 3 m from the edge of the previous layer so that the rock will not roll down the edges of the previous layers. The first layer shall be a maximum of 1.8 m high. After being stockpiled, any stone which has become contaminated with soil or refuse shall not be put into the work unless the contaminating material has been removed from the stone prior to placement.

- a. Worksite Stockpile. Stone delivered to the work sites which requires temporary storage landward of top of slope, shall be placed in a container suitable for storing the stone without waste or a sand-clay-gravel or crushed stone pad may be constructed for the storage area and removed upon completion of the work. If the sand-clay-gravel or crushed stone pad method is used, the pad

shall have a minimum thickness of at least 150 mm. The container or sand-clay-gravel or crushed stone pad method shall be subject to approval prior to delivery of the stone. Upon completion of the work, the storage areas shall be cleaned of all storage residues and returned to their natural condition. Temporary storage of stone at the worksite will be allowed, provided the stockpile toe of the stone be no closer than 18 m from the closest edge of the bay's top slope, and the amount shall not exceed 500 tons unless otherwise approved.

b. Off-site Stockpile. In areas where stone is stockpiled for placement, the area shall have excess rock removed prior to completion of work. All rock and spalls greater than 75 mm in diameter shall be removed. Where rocks may have become buried due to soft ground or operation of the equipment, the rock shall be disposed of as directed. After the rock has been removed, the storage area shall be graded, dressed, and filled to return the ground surface as near as practical to the condition that existed prior to construction.

PART 3 EXECUTION

3.1 CONSTRUCTION PLAN

The Contractor shall submit a Construction Plan for the stone revetment indicating the methods and equipment proposed to conduct all construction related operations. The plan shall be submitted to the Contracting Officer for approval not less than 30 days prior to the start of construction operations. The plan shall include as a minimum, but is not limited to, the following information:

- a. Order of stone revetment work and all proposed time lines.
- b. Proposed source of construction stone.
- c. Proposed demonstration section location
- d. Operation/use of the work/storage area.
- e. Layout of all vessels, barges, buoys, anchors, and ancillary equipment.
- f. Site access route(s).
- g. Site preparation requirements.
- h. Disposal of all existing riprap or stone removed not meeting the criteria herein and not reused. Disposal shall include location of disposal.

3.2 PLACEMENT OF STONE

3.2.1 Method of Placement

Stone shall be placed in such a manner as to produce a well graded mass with a minimum practicable area of voids. Stone shall be placed using a backhoe, bucket or other method approved by the Contracting Officer. Placing of Stone by bulldozer or dumptruck will not be permitted.

3.2.2 Debris

Any timbers, unsatisfactory material and debris within the reaches for construction shall be removed except as otherwise directed by the Contracting Officer, and upon removal shall become the property of the Contractor. All materials shall be properly disposed of in accordance with the requirements of Section 01355 ENVIRONMENTAL PROTECTION, and Section

02020 DREDGING, including any applicable local requirements.

3.3 STONE DELIVERY

3.3.1 Delivery Tickets for Truck or Rail Transportation

Copies of Waybills and Delivery Tickets shall be submitted to the Contracting Officer during the progress of the work. The Contractor shall furnish the Contracting Officer Scale Tickets for each load of material weighed. These tickets shall include tare weight, identification mark of each vehicle weighed, date, time, and location of the loading. A master log of all vehicle loading shall be furnished for each day of loading operation. The Contractor shall file with the Contracting Officer the master log of loadings, certified waybills and/or certified tickets as part of the Daily Report of Operations. Prior to the final payment, the Contractor shall furnish written certification that the material recorded on the submitted certified tickets was actually used in the construction covered by the contract.

3.3.2 Scale Tickets and Records for Barge Transportation

Copies of Scale tickets and/or records of weights, including displacement weight date, shall be submitted for each load of material delivered to the site. The Contracting Officer will determine from the displacement weight date, the weight of stone shipped by barge and will certify displacement weight records. Each scale ticket and/or record shall include the gross, rate, dunnage, and net weight of stone. The weight of dunnage for each load will be determined, recorded, and certified by the Contracting Officer. Deliveries and numbered Scale Tickets shall accompany each load of stone and a copy shall be delivered to the Contracting Officer as part of the Daily Report of Operations. Records shall be recorded on an approved system to maintain delivery control. Prior to the final payment, the Contractor shall furnish written certification that the material recorded on the submitted certified tickets and/or records was actually used in the construction covered by the contract.

3.4 DEMONSTRATION SECTION

Prior to placement of stone, the Contractor shall construct a section of stone protection consisting of stone to demonstrate his proposed operations for production placement. The section shall demonstrate procedures and capability of grading and placement of stone. The demonstration section shall be 5 m in length and shall conform to all applicable specifications.

3.4.1 Methods and Equipment

Methods and equipment employed for placement shall demonstrate the adequacy for use in placement of stone and shall conform with the requirements specified. The quantities of all materials placed within the section shall be accurately tabulated and provided immediately to the Contracting Officer for comparison with computed quantities.

3.4.2 Demonstration Section Evaluation

The Contractor shall not proceed with placing stone protection prior to the approval of the demonstration section. Within a period of 7 days after completion of the section, the Contracting Officer shall determine the adequacy of the section to function as part of the permanent construction. The Contractor shall be notified as to the acceptability of the section and

may be directed to modify methods of construction and remove the section if necessary.

3.4.3 Removal of Demonstration Section

If removal of the demonstration section is required, it shall be conducted in such a manner as to maintain the integrity of the underlying subgrade. The Contractor shall make his own arrangements for disposal in areas not located on the site.

3.5 BASE PREPARATION

Areas on which stone is to be placed shall be graded and/or dressed to conform to cross sections shown on the contract drawings within an allowable tolerance of plus or minus 0.2 m from the theoretical slopes and grades. The prepared base shall be approved by the Contracting Officer. Where such areas are below the allowable minus tolerance limit they shall be brought to grade by fill with earth similar to the adjacent material and then compacted to a density equal to the adjacent in place material.

3.6 TESTS AND INSPECTIONS

3.6.1 Placement Control

The Contractor shall establish and maintain quality control for all work performed at the job site under this section to assure compliance with contract requirements. He shall maintain records of his quality control tests, inspections and corrective actions. Quality control measures shall cover all construction operations including, but not limited to, the placement of all materials to the slope and grade lines shown and in accordance with this section.

3.7 GRADATION TEST DATA SHEET

STONE SOURCES

LATITUDE/ LONGITUDE	QUARRY LOCATION, ADDRESS, & TELEPHONE NUMBER	MAIN OFFICE ADDRESS & TELEPHONE NUMBER
	[STATE]	
[_____]	[_____]	[_____]
	[_____]	[_____]
	[_____]	[_____]
	[_____]	[_____]
[_____]	[_____]	[_____]
	[_____]	[_____]
	[_____]	[_____]
	[_____]	[_____]
	[STATE]	
[_____]	[_____]	[_____]
	[_____]	[_____]
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SECTION 02722

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08/04

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SECTION 02722

AGGREGATE BASE COURSE
08/04

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM C 117	(1995) Materials Finer Than 75 micrometer (No. 200) Sieve in Mineral Aggregates by Washing
ASTM C 127	(1988; R 1993el) Specific Gravity and Absorption of Coarse Aggregate
ASTM C 128	(1997) Specific Gravity and Absorption of Fine Aggregate
ASTM C 131	(1996) Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
ASTM C 136	(1996a) Sieve Analysis of Fine and Coarse Aggregates
ASTM D 75	(1987; R 1997) Sampling Aggregates
ASTM D 422	(1963; R 1998) Particle-Size Analysis of Soils
ASTM D 1557	(2000) Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/cu. ft. (2,700 kN-m/cu.m.))
ASTM E 11	(1995) Wire-Cloth Sieves for Testing Purposes

1.2 DEFINITIONS

For the purposes of this specification, the following definitions apply.

1.2.1 Aggregate Base

Aggregate base course (ABC) is well graded, durable aggregate uniformly moistened and mechanically stabilized by compaction. The ABC shall be crushed and angular.

1.2.2 Degree of Compaction

Degree of compaction shall be 90% expressed as a the ratio of lab density to field density obtained by the test procedure presented in ASTM D 1557.

1.2.3 Underlying Coarse

Underlying coarse is a Geotextile layer conforming to Section 02373 GEOTEXTILE.

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will perform additional review of the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-07 Certificates

Waybills and Delivery tickets

SD-06 Test Reports

Sampling and testing; G.

1.4 SAMPLING AND TESTING

Sampling and testing shall be the responsibility of the Contractor. Contractor is responsible for ensuring materials are in compliance with the specified requirements.

1.4.1 Sampling

Samples for laboratory testing shall be taken in conformance with ASTM D 75. When deemed necessary, the sampling will be observed by the Contracting Officer.

1.4.2 Tests

The following tests shall be performed in conformance with the applicable standards.

1.4.2.1 Sieve Analysis

Sieve analysis shall be made in conformance with ASTM C 117 and ASTM C 136. Sieves shall conform to ASTM E 11. Particle-size analysis of the soils shall also be completed in conformance with ASTM D 422.

1.4.2.2 Wear Test

Wear tests shall be made on ABC material in conformance with ASTM C 131.

1.4.3 Testing Frequency

All testing shall be performed prior to commencing work.

1.5 PLANT, EQUIPMENT, AND TOOLS

All plant, equipment, and tools used in the performance of the work will be subject to approval before the work is started and shall be maintained in satisfactory working condition at all times. The equipment shall be adequate and shall have the capability of producing the required compaction, meeting grade controls, thickness control, and smoothness requirements as set forth herein.

PART 2 PRODUCTS

2.1 AGGREGATE BASE COARSE

The ABC shall consist of clean, sound, durable particles of crushed stone, crushed gravel, angular sand, or other approved material. ABC shall be free of lumps of clay, organic matter, and other objectionable materials or coatings.

a. Crushed Gravel: Crushed gravel shall be manufactured by crushing gravels, and shall meet all the requirements specified below.

b. Crushed Stone: Crushed stone shall consist of freshly mined quarry rock, and shall meet all the requirements specified below.

ABC coarse aggregate shall not show more than 45 percent loss after 500 revolutions when subjected to the Los Angeles abrasion test in accordance with ASTM C 131. The amount of flat and elongated particles shall not exceed 30 percent. A flat particle is one having a ratio of width to thickness greater than 3; an elongated particle is one having a ratio of length to width greater than 3. In the portion retained on each sieve specified, the crushed aggregates shall contain at least 50 percent by weight of crushed pieces having two or more freshly fractured faces with the area of each face being at least equal to 75 percent of the smallest midsectional area of the piece. When two fractures are contiguous, the angle between planes of the fractures must be at least 30 degrees in order to count as two fractured faces. Crushed gravel shall be manufactured from gravel particles 50 percent of which, by weight, are retained on the maximum size sieve listed in TABLE 1.

2.1.1 Gradation Requirements

The specified gradation requirements shall apply to the completed base course. The aggregates shall have a maximum size of 50 mm and shall be continuously well graded within the limits specified in TABLE 1. Sieves shall conform to ASTM E 11.

TABLE 1. GRADATION OF AGGREGATES

Sieve Designation	Percentage by Weight Passing Square-Mesh Sieve
50.0 mm	100
37.5 mm	70-100
19.0 mm	45-70
4.75 mm	3-35
2.00 mm	0-3

NOTE 1: The values are based on aggregates of uniform specific gravity.

If materials from different sources are used for the coarse and fine aggregates, they shall be tested in accordance with ASTM C 127 and ASTM C 128 to determine their specific gravities. If the specific gravities vary by more than 10 percent, the percentages passing the various sieves shall be corrected as directed by the Contracting Officer.

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

When the ABC is constructed in more than one layer, the previously constructed layer shall be cleaned of loose and foreign matter. Line and grade stakes shall be provided as necessary for control. Grade stakes shall be in lines parallel to the centerline of the area under construction and suitably spaced for string lining.

3.2 AGGREGATE SOURCES

Aggregates shall be obtained from offsite sources approved by the Contracting Officer.

3.3 STOCKPILING MATERIAL

Prior to stockpiling of material, storage sites shall be cleared and leveled by the Contractor. All materials, including approved material available from excavation and grading, shall be stockpiled in the manner and at the locations designated. Aggregates shall be stockpiled on the cleared and leveled areas designated by the Contracting Officer to prevent segregation. Materials obtained from different sources shall be stockpiled separately. Waybills and Delivery tickets are required for each load.

3.4 PREPARATION OF UNDERLYING COURSE

Prior to installation of the ABC, a Geotextile conforming to Section 02373 GEOTEXTILE shall be placed. The Geotextile shall be considered as part of the underlying course and shall meet all requirements of the underlying course. The finished underlying course shall not be disturbed by traffic or other operations and shall be maintained by the Contractor in a satisfactory condition until the ABC is placed.

3.5 INSTALLATION

3.5.1 Placing

The mixed material shall be placed on the prepared subgrade in a uniform thickness. No layer shall exceed 200 mm or less than 75mm. The layers shall be placed as evenly as possible to create a uniform surface.

3.5.2 Grade Control

The finished and completed ABC shall conform to the lines, grades, and cross sections shown.

3.5.3 Thickness

Thickness of the aggregate course shall be a minimum of as indicated. No individual layer shall exceed 200 mm nor be less than 75 mm in thickness. The total thickness of the ABC course shall be within 13 mm of the thickness indicated.

3.5.4 Finishing

The surface of the top layer of ABC shall be finished.

3.5.5 Smoothness

The surface of the top layer shall show no deviations in excess of 20 mm. Deviations exceeding this amount shall be corrected by adding additional material.

3.6 TRAFFIC

Completed portions of the ABC course shall not be opened to public traffic. Heavy equipment shall not be permitted except when necessary to construction, and then the area shall be protected against marring or damage to the completed work.

3.7 MAINTENANCE

The ABC shall be maintained in a satisfactory condition until the full sections are completed and accepted. Maintenance shall include immediate repairs to any defects and shall be repeated as often as necessary to keep the area intact. Any area of ABC that is damaged shall be reworked or replaced as necessary to comply with this specification.

3.8 DISPOSAL OF UNSATISFACTORY MATERIALS

Any unsuitable materials that must be removed shall be disposed of as directed. No additional payments will be made for materials that must be replaced.

-- End of Section --